

**OFFICIAL AGENDA**  
**TUESDAY May 19, 2020**  
**Meeting Start Time: 9:30 a.m.**  
**Board of County Commissioners**  
**Yellowstone County, Montana**  
**Stillwater Building**  
**316 N. 26th Street, Room 3108**  
**Billings, MT**  
**9:00 a.m. Agenda Setting**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**MEETING UPDATE**

In response to recent public health concerns surrounding COVID-19, Board of County Commissioner meetings will be held in a different format. Meetings may include virtual video conferencing to comply with social distancing guidelines.

In an effort to honor your right to participate and allow for public comment we have set up a conference call line. **Please dial (866) 876-1424, follow the prompts, and use access code 6002703#.**

The public may comment during the specific public comment periods listed on the agenda. Please have your phone set to "mute" until the public comment period is open.

The B.O.C.C. regular meeting will be televised live on Community 7 TV. (Channel 7 or 507 on Spectrum Cable) Community 7 TV may be accessed and viewed online at [www.comm7tv.com](http://www.comm7tv.com).

If you have questions please contact the B.O.C.C. office at (406) 256-2701 or the Clerk and Recorder at (406) 256-2787.

**9:30 a.m. BID OPENING**

Bid Opening for the 2020-2021 Asphaltic Mix for the Public Works Department

**9:30 a.m. PUBLIC HEARING**

Resolution 20-45 of Intent to Abandon Orilla Street and Alley in LaRay Subdivision

**PUBLIC COMMENTS ON REGULAR AGENDA ITEMS**

**1. COMMISSIONERS**

County Commissioners Office Facebook Page

**PUBLIC COMMENTS ON CONSENT AGENDA ITEMS**

**CLAIMS**

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**CONSENT AGENDA**

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**1. COMMISSIONERS**

Board Openings - Bicycle & Pedestrian Advisory Committee; Board of Adjustment; City/County Planning Districts 3, 4, & 6; Blue Creek Fire Service Area; Huntley Project Fire Service Area; Laurel Fire District #7; Laurel Urban Fire Service Area; Shepherd Cemetery; Billings Urban Fire Service Area Advisory Board; Lockwood Pedestrian Safety District Advisory Board; Park Board

**2. FINANCE**

- a. Request to Expend by the County Extension Office for a New Laptop Computer
- b. Change Order #2 with Firstmark Construction for MetraPark Infrastructure Improvements
- c. MetraPark Contract with Saffire LLC for Ticketing Agent Services for MetraPark Events
- d. Request to Expend by the County Attorney's Office for Two New Printer/Copiers
- e. Disposition of Assets by Finance Department, Miscellaneous Old Computer Equipment
- f. MetraPark Contract with Safetech, Inc. for Grandstands Abatement

**3. PUBLIC WORKS**

Change Order #3 with Hardrives Construction, Inc. for the 2020 RSID Crack and Chip Seal

4.

**SHERIFF**

a.

Acceptance of DOJ (OJP/BJA) Grant Award #2020-VD-BX-0361 under the Coronavirus Emergency Supplemental Funding Program

b.

Request to Expend from the Yellowstone County Detention Facility to Upgrade Flip Phone for Lieutenant

c.

Interlocal Agreement between Carbon County, MT and Yellowstone County, MT for Adult Detention Services Effective April 1, 2020

d.

Vehicle Title for Trade In

e.

Renewal of MOA between ATF and Yellowstone County Sheriff's Office
5.

**TREASURER**

Bonds for Lost Warrants
6.

**HUMAN RESOURCES**

**PERSONNEL ACTION REPORTS - Detention Facility** - 6 Appointments, 1 Termination; **Sheriff's Office** - 2 Salary & Other; **I.T.** - 4 Salary & Other

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FILE ITEMS

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1.

**CLERK OF DISTRICT COURT**

Checks and Disbursements for April 1, 2020 to April 30, 2020
2.

**CLERK AND RECORDER**

**Board Minutes** - Policy Coordinating Committee, County Water District Billings Heights
3.

**FINANCE**

a.

Budget Adjustment for HR Furniture/Filing

b.

Detailed Cash Investment Report April, 2020
4.

**PUBLIC WORKS**

Copy of Letter to Property Owners of Blue Creek View RSID 671

**PUBLIC COMMENTS ON COUNTY BUSINESS**

**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 05/19/2020

**Title:** Bid Opening for the 2020-2021 Asphaltic Mix for Public Works

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Bid Opening for the 2020-2021 Asphaltic Mix for the Public Works Department

**BACKGROUND:**

Open and Refer the bids to staff for recommendation.

**RECOMMENDED ACTION:**

Refer the bids to staff for recommendation.

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**B.O.C.C. Regular**

Agenda Item

**Meeting Date:** 05/19/2020

**Title:** Resolution 20-45 of Intent to Abandon Orilla Street and Alley in LaRay Subdivision

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 20-45 of Intent to Abandon Orilla Street and Alley in LaRay Subdivision

**BACKGROUND:**

**RECOMMENDED ACTION:**

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**Attachments**

Resolution 20-45 of Intent to Abandon Orilla Street and Alley in LaRay Subdivision

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## **YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 20-45

### **Resolution of Intent to Abandon Orilla Street and Alley in LaRay Subdivision**

WHEREAS, pursuant to Sections 7-14-2101, 7-14-2102 and 7-14-2103 of the Montana Code Annotated, a board of county commissioners has the authority to manage county roads within the county. Pursuant to Section 7-14-2615 of the Montana Code Annotated, a board of county commissioners has the authority to abandon a county road after a public hearing.

WHEREAS, in 1960, Elta Archer, Roy Pinnick and Betty Pinnick filed the Plat of LaRay Subdivision that dedicated the roads and alleys in the Subdivision to the public. Doc. No. 645872. The Yellowstone County Board of County Commissioners, on behalf of Yellowstone County, accepted the roads and alleys in the Subdivision for the public. The Plat contained the right-of-way for a portion of Orilla Street, a road that ran east west between Griffing Drive and Lincoln Lane. The road was never constructed. The road has not been used to access the land it abuts. All the land north of the right-of-way is owned by the Roy and Betty Pinnick Trust. The land south of the right of way is owned by the Trust and Roger Pinnick and Lavone Anderson. The Board has the authority to manage the road, including the authority to abandon it.

WHEREAS, on March 30, 2020, Clint Lohman, on behalf of the Trust, filed a petition with the Board to abandon the right-of-way for Orilla Street in the LaRay Subdivision. The Trust would like to use the right-of-way to build some structures. The other landowners that abut the road, Roger Pinnick and Lavone Anderson, who have access to their land from Lincoln Lane, did not object to the abandonment.

WHEREAS, the Board reviewed the petition. The petition appeared legally sufficient to appoint a Board of Viewers to investigate the proposed abandonment. On 14 April 2020, the Board appointed a Board of Viewers. On 29 April 2020, the Board of Viewers submitted a report on the proposed abandonment. The Board of Viewers recommended the Board abandon the road with conditions. On 5 May 2020, the Board set a public hearing on the proposed abandonment for 19 May 2020. On 8 May 2020, and 15 May 2020, the Yellowstone County Clerk and Recorder published notice of the public hearings and the petition in the *Billings Gazette* & *Yellowstone County News* – and mailed notice of the hearing to the surrounding landowners.

WHEREAS, on 19 May 2020, the Board held a public hearing on the proposed abandonment. The Board heard comments on the proposed abandonment and considered the Board of Viewer's recommendation. The Board determined that it would be in the best interest of the public to abandon the road. The road was never constructed. The road has not been used to access the land it abuts.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners intends to abandon the right-of-way for Orilla Street in the LaRay Subdivision on the conditions the Roy and Betty Pinnick Trust complete the following:

1. Petitioner shall submit and file (record) an amended plat, aggregating Orilla Street into 3 adjacent different parcels, and aggregating the alley in to 2 adjacent separate parcels,
2. Petitioner shall provide access to larger parcel from Lincoln Lane near the southern portion of larger parcel, along with Emergency Fire Access for the larger parcel from Griffing Drive near the south east portion of larger lot,
3. Petitioner has one year to complete all conditions for abandonment to be finalized.

Once the Trust has complied with the conditions and The Yellowstone County Public Works Department has verified the Trust has complied with the conditions, the Board shall pass a resolution that abandons the road.

Passed and Adopted on the 19<sup>th</sup> day of May 2020.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Denis Pitman, Chair

\_\_\_\_\_  
Donald W. Jones, Member

ATTEST:

\_\_\_\_\_  
John Ostlund, Member

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

STATE OF MONTANA            )

:

County of Yellowstone        )

On the 19<sup>th</sup> day of May, 2020, before me, a Notary Public in and for the State of Montana, personally appeared Denis Pitman, Chairman, Donald W. Jones, John Ostlund and Jeff Martin know to me to be the Board of County Commissioners and the Clerk and Recorder of Yellowstone County, Montana, and who signed the foregoing instrument and who acknowledged to me that they executed the same.

WITNES my hand and seal the day and year hereinabove written.

\_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 05/19/2020

**Title:** County Commissioners Office Facebook Page

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

County Commissioners Office Facebook Page

**BACKGROUND:**

This item has been added to the agenda per Commissioner John Ostlund.

**RECOMMENDED ACTION:**

Approve or Deny.

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**Attachments**

Commissioners Facebook Page

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## Teri Reitz

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**From:** John Ostlund  
**Sent:** Thursday, May 14, 2020 2:20 PM  
**To:** BOCC; Jeff Martin; Teri Reitz; Erica Wiley; Jeff Slavick; Jeana Lervick  
**Subject:** Fwd: County Facebook

This is a report I asked for on Facebook use in Counties

Sent from my iPhone

Begin forwarded message:

**From:** Dani Blain <dblain@co.yellowstone.mt.gov>  
**Date:** May 14, 2020 at 10:16:38 AM MDT  
**To:** John Ostlund <jostlund@co.yellowstone.mt.gov>  
**Subject:** County Facebook

Good Morning John,

I have looked into Montana counties that have Facebook pages, there are six counties: Gallatin County, Lake County, Lewis and Clark County, Missoula County, Petroleum County, and Pondera County. I have spoken with 3 of these counties, Gallatin County, Lake County, and Petroleum County and they all manage their pages differently. Gallatin County's page is called Gallatin County Government. The county is one of three counties in Montana that has a communication coordinator, along with Missoula County and Lewis and Clark County, who runs the County Commissioner's Facebook page and handles other communication issues. In Gallatin County they use a service called Archive Social to archive all their social media posts to preserve the public record. Gallatin County gives management of the page to one person, in their case the Communication's coordinator, who then moderates the page. Gallatin County allows comments on their post but has a social media policy that they created with their County Attorney's office that lets people know inappropriate or offensive comments will be deleted. They sometimes respond to direct questions (i.e. what time something is at), but it is not often. The management of the Facebook page can be as time consuming as you want it to be, initially it is a bit more time consuming as you build a following but soon it takes about an hour a week to schedule all the posts. Recommendations from Gallatin County communication coordinator are to post everyday or at least frequently, so the page is useful, and people want to follow it. She also recommended letting county employees know it exists so that they can like and share it with friends and tagging and sharing other county Facebook page posts to increase the page's following. Overall, the county commissioners love the page, they like that they can easily get information out to the public, like road closures, alerts, or the commission's agenda.

Lake County Commissioners also love their Facebook page. Their page is called Lake County, Montana, like Gallatin County, Lake County uses the company Archive Social to preserve their Facebook posts. Unlike Gallatin County, Lake County did not create a specific job to run their Facebook page, rather one person in each department has access to the page, in the County Commissioner's office the executive assistant has the access to post and the county commissioners send her what they would like posted. I spoke with the executive assistant, she finds the upkeep of the page is minor, the page itself has caused no problems, and the office finds

it very useful. The Commissioner's really enjoy the page, they put out their weekly schedule and other updates, they find it is a common way people communicate so it is a free, easy way to keep up communications with the public. In Lake County, all county Facebook pages are set up by the county IT department, I spoke with IT and they have had no problems with their County Commissioner page, but they have had issues with their Sheriff's page. The Sheriff's page was getting many inappropriate comments so IT used a Facebook filter on the comments that still allowed people to comment, but all comments were hidden, only the manager of the page and the person commenting could see the comments

Petroleum County's Facebook page is very casual, each department head has access to the page, and can post public info like minutes. Petroleum County is a small county, so they have a loose policy to their Facebook, they do not get many comments so responding is not an issue. The County Commissioners like the page, as they also find it a useful way to get information out.

After speaking with these counties, I think there are three main points. First, the use of an archiving service or finding some other way to archive the posts seems important. Archive Social is a paid service, I am unsure if there is a different way to archive social media posts, but two of the counties I spoke with felt that they had to archive social media posts to comply with Montana law. Second, all county commissioner pages in Montana allow comments, but if this is an issue for Yellowstone County there is a Facebook filter that would allow comments but not discussions. Third, of the counties I spoke with, none report the Facebook page is a problem or creates too much work. Rather they all enjoy it and find it easy to manage. Lake County's method of assigning one person to manage the County Commissioner page and then the commissioners sending posts to that person does seem to streamline the process. Let me know if there is anything further you would like me to look into!

Thanks,  
Dani

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 05/19/2020

**Title:** Board Openings

**Submitted By:** Erica Wiley

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**TOPIC:**

Board Openings - Bicycle & Pedestrian Advisory Committee; Board of Adjustment; City/County Planning Districts 3, 4, & 6; Blue Creek Fire Service Area; Huntley Project Fire Service Area; Laurel Fire District #7; Laurel Urban Fire Service Area; Shepherd Cemetery; Billings Urban Fire Service Area Advisory Board; Lockwood Pedestrian Safety District Advisory Board; Park Board

**BACKGROUND:**

see attached

**RECOMMENDED ACTION:**

approve and post

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**Attachments**

Board Openings

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# YELLOWSTONE COUNTY BOARD OPENINGS

May 19, 2020

BICYCLE & PEDESTRIAN ADVISORY COMMITTEE	3 year	1 full to 12/31/22
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■ NOTE: To be eligible for the above board, applicants must live outside the incorporated limits of the City of Billings

BOARD OF ADJUSTMENT	2 year	2 full to 12/31/21
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■ NOTE: Eligible applicants for the above board must live outside of the limits of the City of Billings, but within the 4-1/2 mile zoning boundary. For further information, please contact Nicole Cromwell, Zoning Coordinator, at 657-8246.

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/20
CITY/COUNTY PLANNING: DIST 6	2 year	1 full to 12/31/21

■ NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BLUE CREEK FIRE SERVICE AREA	3 year	3 full to 5/08/22
HUNTLEY PROJECT FIRE SERVICE AREA	3 year	1 partial to 6/30/20
LAUREL FIRE DISTRICT #7	3 year	2 full to 12/31/22 1 full to 12/31/20 2 full to 12/31/21
LAUREL URBAN FIRE SERVICE AREA	3 year	2 full to 6/30/22
SHEPHERD CEMETERY	3 year	1 full to 6/30/22

■ NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BILLINGS URBAN FIRE SERVICE AREA ADVISORY BOARD	3 year	2 full to 12/31/22 2 full to 12/31/20 1 full to 12/31/21
LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	4 full to 12/31/22
PARK BOARD	3 year	1 partial to 6/30/20

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00 P.M. ON THURSDAY, JUNE 18, 2020

April 28, 2020

AREA II AGENCY ON AGING	1 year	1 full to 6/30/20
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■ NOTE: Applicant must be sixty (60) years of age or older and a participant of a recognized program for the aged

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00 P.M. ON THURSDAY, MAY 28, 2020

Applications can be picked up in Room 3101 of the Stillwater Building at 316 N 26<sup>th</sup> Street, downloaded from our website at [www.co.yellowstone.mt.gov](http://www.co.yellowstone.mt.gov), or you can call 256-2701 to have an application mailed to you.

For a contact name for further information about a board you are interested in, please contact us at 256-2701.

All applications should be returned to: Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or  
[bocc@co.yellowstone.mt.gov](mailto:bocc@co.yellowstone.mt.gov)

**B.O.C.C. Regular**

Agenda Item 2. a.

**Meeting Date:** 05/19/2020**Title:** Request to Expend - Extension Office - Laptop Computer**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Request to Expend by the County Extension Office for a New Laptop Computer

**BACKGROUND:**

The County Extension Office is requesting Commissioner approval for the purchase of a laptop computer to replace a computer from 2014 and to meet increased demands for remote accessibility. The cost of the computer with docking station is \$1,584.00. The purchase was not anticipated, however on May 5th, 2020, a intradepartmental budget transfer of \$1,300.00 from the Extensions Office Travel account (2290.000.410.450400.370) to the Extensions Capital Equipment account (2290.000.410.450400.940) will facilitate the purchase.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**Extension RTE Laptop Computer

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YELLOWSTONE COUNTY  
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: Dell Latitude 3500 & Docking Station

Cost: \$ 1,395.00 + \$189.00

Other costs: \_\_\_\_\_

Less trade-in/discount: \_\_\_\_\_

Net cost of request: \$1,584

Explanation of purchase: to replace 2014 laptop

Extension Roni Baker 5/5/2020  
Department Elected Official or Department Manager Date

BUDGET INFORMATION

Account Numbers: 2290.000.410.450400.940

Budget Balance: \$1,595.00

Is this a budgeted item? no

Finance Note: \_\_\_\_\_

[Signature] 5/7/2020  
Purchasing Agent Date

COMMISSIONER ACTION

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Tabled: \_\_\_\_\_

Date: \_\_\_\_\_

Votes: Yes \_\_\_\_\_ No \_\_\_\_\_

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_



## SALES QUOTATION

Quote No. Q-00316899  
Reference No. MSU-Extension Office

Date 04-13-2020  
Exp. Date 05-13-2020

**Sterling Account Manager**

Justin Tuttle  
PO Box 1995  
303 Centennial Drive  
North Sioux City, SD 57049  
P: (605) 242-4030  
F: (605) 242-4001  
justin.tuttle@sterlingcomputers.com

**Customer Information**

Yellowstone County Courthouse  
Nikki Olson  
217 North 27th Street  
Room 204  
Billings, MT 59101  
+1.406.256.2790  
nolson@co.yellowstone.mt.gov

Terms	FOB	Contract	Lead Time
Net 30	Destination	Open Market	60 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	1	210-ARRH	Dell Latitude 3500 CTO	\$1,395.00	\$1,395.00
2	1	379-BDKU	8th Generation Intel Core i5-8265U Processor (4 Core, 6MB Cache, 1.6GHz up to 3.90 GHz)	\$0.00	\$0.00
3	1	619-AHKN	Win 10 Pro 64 English, French, Spanish	\$0.00	\$0.00
4	1	340-CKSZ	No AutoPilot	\$0.00	\$0.00
5	1	630-AAPK	No Productivity Software	\$0.00	\$0.00
6	1	338-BQSW	Intel UHD 620 Graphics for Intel 8th Gen Core i5-8265U	\$0.00	\$0.00
7	1	370-AECT	16GB, 1x16GB, DDR4 Non-ECC	\$0.00	\$0.00
8	1	400-BBTR	M.2 512G PCIE NVME CLASS 35 Solid State Drive	\$0.00	\$0.00
9	1	817-BBBC	Not selected in this configuration	\$0.00	\$0.00
10	1	320-BCUI	Non-Touch WLAN LCD Cover with HD Camera	\$0.00	\$0.00
11	1	391-BEBL	15.6" FHD (1920 x 1080) Anti-Glare Non-Touch, Camera & Microphone	\$0.00	\$0.00
12	1	346-BEZF	No Fingerprint and No SmartCard Reader	\$0.00	\$0.00
13	1	583-BFNE	Single Pointing Non-backlit Keyboard, English	\$0.00	\$0.00
14	1	555-BETS	Wireless Driver for Intel 9560 + Bluetooth 5.0	\$0.00	\$0.00
15	1	555-BESB	Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	\$0.00	\$0.00
16	1	556-BBCD	No Mobile Broadband Card	\$0.00	\$0.00
17	1	451-BCII	4 Cell 56Whr ExpressCharge™ Capable Battery	\$0.00	\$0.00
18	1	450-ADTR	65 Watt AC Adapter	\$0.00	\$0.00
19	1	650-AAAM	No Anti-Virus Software	\$0.00	\$0.00

CAGE: 06AP0 | DUNS: 938836541  
TIN: 95-4634907 | F-23 12/09



20	1	620-AALW	OS-Windows Media Not Included	\$0.00	\$0.00
21	1	537-BBBL	US Power Cord	\$0.00	\$0.00
22	1	340-CLMH	Latitude 3500 Quick Start Guide	\$0.00	\$0.00
23	1	332-1286	US Order	\$0.00	\$0.00
24	1	460-BBEX	No Carrying Case	\$0.00	\$0.00
25	1	452-BBSE	No Docking Station	\$0.00	\$0.00
26	1	340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	\$0.00	\$0.00
27	1	817-BBBB	Custom Configuration	\$0.00	\$0.00
28	1	389-DPGZ	Regulatory Label, FCC	\$0.00	\$0.00
29	1	525-BBCL	SupportAssist	\$0.00	\$0.00
30	1	640-BBLW	Dell(TM) Digital Delivery Cirrus Client	\$0.00	\$0.00
31	1	658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	\$0.00	\$0.00
32	1	658-BBRB	Waves Maxx Audio	\$0.00	\$0.00
33	1	658-BDVK	Dell Power Manager	\$0.00	\$0.00
34	1	658-BECE	System Shipment, Latitude 3500	\$0.00	\$0.00
35	1	658-BEOK	Dell SupportAssist OS Recovery Tool	\$0.00	\$0.00
36	1	340-AASO	Direct Ship Info Mod	\$0.00	\$0.00
37	1	340-CLWX	Mix Model Packaging	\$0.00	\$0.00
38	1	640-BBJB	System Ship Info	\$0.00	\$0.00
39	1	389-CGBB	Intel Core(TM) i5 Processor Label	\$0.00	\$0.00
40	1	340-ACQQ	No Option Included	\$0.00	\$0.00
41	1	570-AADK	No Mouse	\$0.00	\$0.00
42	1	430-XXYG	No Resource DVD / USB	\$0.00	\$0.00
43	1	387-BBNP	ENERGY STAR Qualified	\$0.00	\$0.00
44	1	800-BBQF	BTO Standard Shipment (M)	\$0.00	\$0.00
45	1	389-BCGW	No UPC Label	\$0.00	\$0.00
46	1	975-3461	Dell Limited Hardware Warranty Extended Year(s)	\$0.00	\$0.00
47	1	989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1- 866-516-3115	\$0.00	\$0.00
48	1	997-6662	ProSupport: Next Business Day Onsite, 1 Year	\$0.00	\$0.00
49	1	997-6666	ProSupport: Next Business Day Onsite, 4 Year Extended	\$0.00	\$0.00
50	1	997-6675	ProSupport: 7x24 Technical Support, 5 Years	\$0.00	\$0.00

**SALES QUOTATION**

51	1	997-6727	Dell Limited Hardware Warranty	\$0.00	\$0.00
52	1	210-ARIO	Dell Dock- WD19 90 PD	\$189.00	\$189.00
53	1	824-3984	Advanced Exchange Service, 3 Years	\$0.00	\$0.00
54	1	824-3993	Dell Limited Hardware Warranty	\$0.00	\$0.00
				<b>TOTAL</b>	<b>\$1,584.00</b>

**Quotation Comments**

CAGE: 06AP0 | DUNS: 938836541  
TIN: 95-4634907 | F-23 12/09



## View Account Detail

Account Code: 2290.000.410.450400.940

Description:

EXTENSION-CAPITAL OUTLAY/EQUIPMENT

Type: EXPENDITURE

## Year To Date Totals

Budget:	\$2,900.00	Encumbrance:	\$0.00	Pre Encumbrance:	\$2,889.40
Opening Balance:	\$0.00			Pending Invoices:	\$0.00
YTD Transactions:	\$0.00			Uncommitted Budget Balance:	\$10.60
Unexpended Balance:	\$2,900.00	Budget Balance:	\$2,900.00		

## Transaction Detail

Transaction Journal Budget Journal Purchase Encumbrance Payroll Encumbrance

 From Date: (None)   
 To Date: (None) 

## Purchase Encumbrance

Date	Account	Line Memo	Encumbrance Type	Amount	R
03/26/2020	2290.000.410.450400.940	Q#00310899 Dell Optiplex 3070 SFF X	PRE	\$1,235.00	
03/26/2020	2290.000.410.450400.940	Q#00310899; Surge Protector	PRE	\$30.00	
03/26/2020	2290.000.410.450400.940	Q#00310899; HDMI to DVI Cable 6 ft	PRE	\$8.40	
03/26/2020	2290.000.410.450400.940	Q#00310899; Tripp Lite 6ft DVI/DP to	PRE	\$32.00	
05/05/2020	2290.000.410.450400.940	Purchase of Dell 3500 laptop and dock	PRE	\$1,584.00	

Amount: \$2,889.40

OK

Cancel

Help

**B.O.C.C. Regular**

Agenda Item 2. b.

**Meeting Date:** 05/19/2020**Title:** Change Order #2 - MetraPark Infrastructure Improvements**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Change Order #2 with Firstmark Construction for MetraPark Infrastructure Improvements

**BACKGROUND:**

Change Order #2 is for a new 12 inch gate valve just north of the fire hydrant on the northern limits of the project. Replacing the valve will avoid additional pavement demo and replacement and/or cross over of utility lines. The new valve will allow for the water main behind the Grandstands to be shutdown during demolition while still providing water to the existing hydrant. The cost materials and labor for the new gate valve is \$5,332.50.

Contract Sum prior to this Change Order	\$681,993.50
Change Order #2 - Gate Valve	\$ 5,332.50
New Contract Sum including this Change Order	\$687,326.00

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

---

**Attachments**MetraPark Change Order #2 Infrastructure Improvements

---

## James Matteson

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**From:** Craig Dalton <craig@performance-ec.com>  
**Sent:** Monday, May 11, 2020 1:48 PM  
**To:** James Matteson  
**Cc:** Jeff Seward  
**Subject:** Metra Park - Change Order #2: 12-inch Gate Valve  
**Attachments:** MP CO#2 - 12-in Valve.pdf

James,

Attached is potential change order #2 for the installation of a new gate valve at the tie-in location for the water main near the Grandstands.

Site issue:

1. Upon opening up the pavement it was discovered that the existing 12-inch valve is approximately 50' north of the location noted in old drawings and found in our field investigation. Furthermore, in order to get the water main completely shutdown for tie-in required going further north to a valve located by the Expo.

Proposed Action:

1. Contractor is proposing to install a new 12-inch valve just north of the fire hydrant in front of the valve at the northern limits of the project as originally proposed (**\$5,332.50**). This will avoid the need for additional pavement demo/replacement and crossing of several telephone/power utilities, resulting in increased cost. Furthermore, the placement of the valve in this location will allow for the water main behind the Grandstands to be shutdown during demolition while still providing water to the existing hydrant.

Please provide a response as soon as possible and I will give notice to the contractor immediately to avoid delays.

Thank you,

Craig Dalton, P.E.  
Project Manager/Principal  
Office: 406-384-0080

 **PERFORMANCE**  
ENGINEERING  
608 N. 29<sup>th</sup> St Billings, MT 59101



# CHANGE ORDER

(Instructions on reverse side)

No. Two (2)

**PROJECT:** Metra Park Carnival Lot

**DATE OF ISSUANCE:** 05/11/20

**OWNER:** Yellowstone County  
(Name & Address) 217 N. 27<sup>th</sup> Street  
Billings, MT 59101

**OWNER'S PROJECT NO.** \_\_\_\_\_

**CONTRACTOR:** FirstMark Construction  
6513 Trade Center Ave  
Billings, MT 59101

**ENGINEER:** Performance Engineering

**ENGINEER'S PROJECT NO.**  
2019-110

**CONTRACT FOR:** Metra Park Carnival Lot

You are directed to make the following changes in the Contract Documents.

**Purpose of Change Order:** Addition of a new 12" gate valve near the hydrant at the north end of the project equipped with restraints. Uncovering of the water main revealed the existing 12" valve to be located further north than indicated in record drawings and field investigations. Operation of the valve required for water main shutdown and tie-in was unsuccessful requiring an upstream valve by the Expo being closed for complete seal.

**Attachments:** Plan Mark-up

## CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 1,821,441.97

Previous Change Orders

\$ (1,139,448.47)

Contract Price prior to this Change Order

\$ 681,993.50

Net Increase (decrease) of this Change

\$ 5,332.50

Contract Price with approved Change Order

\$ 687,326.00

## CHANGE IN CONTRACT TIME:

Original Contract Time

July 10<sup>th</sup>, 2020 Substantial Completion  
days or date

Net Change from previous Change Orders

0  
days

Contract Time prior to this Change Order

July 10<sup>th</sup>, 2020 Substantial Completion  
days or date

Net Increase (decrease) of this Change

0  
days

Contract Time with approved Change Order

July 10<sup>th</sup>, 2020 Substantial Completion  
days or date

**APPROVED:**

By \_\_\_\_\_  
Owner

**RECOMMENDED:**

By   
Engineer

**APPROVED:**

By \_\_\_\_\_  
Contractor





**B.O.C.C. Regular**

Agenda Item 2. c.

**Meeting Date:** 05/19/2020**Title:** MetraPark Contract with Saffire Ticketing**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

MetraPark Contract with Saffire LLC for Ticketing Agent Services for MetraPark Events

**BACKGROUND:**

MetraPark released a Request for Proposals for Ticketing Agent Services on December 12th, 2019, with proposals due on February 3rd, 2020. Proposals were opened and acknowledged on February 4th, 2020 by the Board of County Commissioners and were referred to staff for recommendation. On April 7th, 2020 the selection committee made the recommendation of award to Saffire, LLC to the Board of County Commissioners, and was approved. The contract shall be for an initial term of 13 months beginning on June 1st, 2020 with auto-renewal periods of 12 months for two additional years, and renewal periods after the initial period for up to seven (7) years.

**RECOMMENDED ACTION:**

Approve the contract and return a copy to Finance.

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**Attachments**MetraPark Contract Saffire Ticketing 2020

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## Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price

This agreement is dated as of 19<sup>th</sup> of May 2020 by and between Yellowstone County, Montana (hereinafter called "Owner"), and Saffire, LLC (hereinafter called "Contractor").

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1.      **Scope of Work**

Contractor will provide a ticketing environment that will maximize ticket sales and ticket-related revenue.

Contractor will provide marketing programs and databases in feeder markets.

Contractor will provide paperless (credit card entry) ticketing technology, data & analytics on an integrated platform, thwart ticket scalping and ticket face design.

Contractor will provide local support and industry content.

2.      **Contract Term**

This Agreement shall be for an initial term of thirteen (13) months beginning on June 1, 2020. Renewal periods will be for twelve (12) month periods, as provided by Montana law, beginning on June 30, 2021 with the renewal period commencing each year on June 30<sup>th</sup>. This contract shall be renewed automatically for two additional renewal periods after the initial period and can be renewed for up to seven years. Owner shall notify Contractor in writing of its intent to terminate this agreement at least sixty (60) days prior to the end of a renewal period. If Owner does not exercise its right to terminate in a timely fashion, this agreement will renew at terms provided herein. Contractor may terminate this agreement by providing written notice to Owner at least sixty (60) days prior to end of a renewal period.

If Owner does not exercise its right to terminate in a timely fashion, this agreement will renew at terms provided herein. Contractor may terminate this agreement by providing written notice to Owner at least sixty (60) days prior to end of a renewal period.

3.      **Contract Price**

Contractor shall pay the Owner a signing bonus of \$100,000.00 total.

Signing bonus shall be paid with a \$20,000.00 payment on execution of this contract.

Contractor shall pay the remaining **\$80,000.00** signing bonus, as follows:

June 1<sup>st</sup>, 2020      -      \$10,000.00

July 1 <sup>st</sup> , 2020 -	\$10,000.00
August 1 <sup>st</sup> , 2020 -	\$10,000.00
September 1 <sup>st</sup> , 2020 -	\$10,000.00
October 1 <sup>st</sup> , 2020 -	\$10,000.00
November 1 <sup>st</sup> , 2020 -	\$10,000.00
December 1 <sup>st</sup> , 2020 -	\$20,000.00

Contractor agrees to escalate or increase monthly bonus payments should the live event industry show recovery earlier than currently projected and Contractor begins to generate revenue from events ticketed by MetraPark.

Contractor shall pay the Owner \$10,000.00 annually on contract anniversary.

Owner shall pay the Contractor Online Ticket Fees for all events;

Years One (1) & Two (2)

\$1.75 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Years three (3) & four (4)

\$2.00 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Year five (5)

\$2.25 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Call-In Center Rates:

Owner shall pay Contractor \$2.50 for each ticket sold on Call-In Center

On-Line Order Rates:

Owner shall pay Contractor \$1.50 per Order for mobile delivery or print at home tickets.

#### 4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor is familiar with and is satisfied as to all federal, state, and local

laws and regulations that may affect cost, progress, performance and furnishing of the work.

- 4.3 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

## 5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal "MetraPark February 3, 2020"

## 6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as an additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or

better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/MetraPark as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County/MetraPark a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark is named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 Contractor agrees to defend, indemnify, and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.8 In the event of litigation between Contractor and the Owner, the

Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

- 6.9 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective June 1st, 2020

OWNER:  
Yellowstone County  
Billings, MT 59101

\_\_\_\_\_  
Denis Pitman, Chair

CONTRACTOR:  
Saffire, LLC

Aaron Pederson, President  
  
\_\_\_\_\_  
Authorized Signature

Attest:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

**B.O.C.C. Regular**

Agenda Item 2. d.

**Meeting Date:** 05/19/2020**Title:** Request to Expend - County Attorney - Printer/Copiers**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Request to Expend by the County Attorney's Office for Two New Printer/Copiers

**BACKGROUND:**

The County Attorneys Office is requesting Commissioner approval for the purchase of two new printer/copiers. The purchase was anticipated and approved by the State utilizing VWP grant funds from the State of Montana. The combined cost of the printer/copiers is \$3,268.00

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**County Attorney RTE Printer/Copiers Grant Budget

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YELLOWSTONE COUNTY  
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: HP Color LaserJet Enterprise M653dn J8A04A - \$1,735.00

HP LaserJet Enterprise M608n K0Q17A - \$1,533.00

Cost: \$3,268.00

Other costs: \_\_\_\_\_

Less trade-in/discount: \_\_\_\_\_

Net cost of request: \$3,268.00

Explanation of purchase: Color printer and monochrome printer for VWs to send out victim

notifications and print pictures for trials

County Attorney \_\_\_\_\_ 5/11/2020

Department \_\_\_\_\_ Elected Official or Department Manager \_\_\_\_\_ Date

BUDGET INFORMATION

Account Numbers: 2915.000. 279. 420011.940  
2301.000.122.411100.940

Budget Balance: grant budget + approved by  
State - ji 5.12.2020

Is this a budgeted item? No

Finance Note: will move budget from

230 to 940 as approved by MBCC.

5/12/2020  
Jim  
Purchasing Agent

05/12/2020  
Date

COMMISSIONER ACTION

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Tabled: \_\_\_\_\_

Date: \_\_\_\_\_

Votes: Yes \_\_\_\_\_ No \_\_\_\_\_

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 2. e.

**Meeting Date:** 05/19/2020

**Title:** Disposition of Assets- Miscellaneous Old Computer Equipment

**Submitted For:** James Matteson, Purchasing Agent

**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

Disposition of Assets by Finance Department, Miscellaneous Old Computer Equipment

**BACKGROUND:**

The Finance Department is requesting Commissioner approval to dispose of/recycle miscellaneous equipment consisting of outdated computers, monitors, copiers, scanners, and other electronic equipment from various departments. Most electronic equipment is recycled rather than hauled to the landfill. The I.T. Department inspects and removes hard drives and wipes any memory from computers and copiers.

**RECOMMENDED ACTION:**

Approve the request and return a copy to Finance

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**Attachments**

Disposition of Assets 05-2020

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Asset #	Description	Serial Number	
37977	US Micro DZ45CB	8064351	
37978	US Micro DZ45CB	8064353	
37980	US Micro DZ45CB	8064350	
37976	US Micro DZ45CB	8064068	
39797	US Micro DH87RL	8075512	
39794	US Micro DH87RL	8075513	
39796	US Micro DH87RL	8075514	
39795	US Micro DH87RL	8705511	
38649	US Micro DH55TC	8065698	
39809	US Micro ASUS HIM-A	8075752	
38910	US Micro DH57BL	8069813	
37689	US Micro DQ35JOE	8062510	
N/A	Acer Veriton X275	PSVAMP30082060093F9203	
38191	Toshiba E-Studio 455	???	
31648	TIME & DATESTAMP Machine	Commissioners	NA
41182	HP E243 Monitor	CNC83512LG	
40310	US Micro	8078209	
39914	US Micro	8075988	
38898	US Micro	8069776	
39407	US Micro	8074865	
39348	US Micro	8072456	
N/A	US Micro	8069813	
37742	Toshiba Satellite L305D	98570078Q	
37605	Cannon Copier	AAXN92170	
36351	Konica 7135 Model#DF-314	NA	
37602	Lathem Time Stamp Machine	89408	
37604	Lathem Time Stamp Machine	U-108085	
37603	Lathem Time Stamp Machine	U-119573	
29834	Pitney Bowes Model #A570	2349	
38905	US Micro Computer DH67BL	8069411	
39787	US Micro Computer DH87RL	8075175	
37933	US Micro Computer DQ45CB	8064088	
39391	US Micro Computer DQ45CB	8074668	
36899	Acer AL1914 19" Monitor	EtI2302213551004deed4e	
37606	Acer AL1916 19" Monitor	EtI49073708050c26342ci	
38505	Acer V193w6 19" Monitor	ETLvod1610360e5e28516	
36799	Acer AL1914 19" Monitor	lable missing UNKNOWN	
36654	Dell 1704FPvt 17" Monitor	Cn-ou4795-71618-55n-adds	
36792	Dell 1704FPvt 17" Monitor	Cn-ou4795-71618-573-ggxw	
36790	Dell 1704FPvt 17" Monitor	Cn-ou4795-71618-573-ggv8	
40380	LG 19mb35p-b 19" Monitor	509ntdvgr906	
39449	US Micro DQ45CB	8064100	
39820	HP LazerJet Pro401dne	LZCH39820	
36697	ACER AL1914 19" Monitor	ETL2302204518008EED55	



[illegible]

**B.O.C.C. Regular**

Agenda Item 2. f.

**Meeting Date:** 05/19/2020**Title:** MetraPark - Contract with Safetech, Inc. Grandstands Abatement**Submitted For:** James Matteson, Purchasing Agent**Submitted By:** James Matteson, Purchasing Agent

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**TOPIC:**

MetraPark Contract with Safetech, Inc. for Grandstands Abatement

**BACKGROUND:**

MetraPark is requesting Commissioner approval for a contract with Safetech, Inc. for all labor, materials, and equipment necessary for the hazardous materials abatement for the MetraPark Grandstands. Abatement includes the removal and disposal of pipe insulation, mudded fittings, vermiculite, window caulk, window glazing compound, roofing, red/brown exterior surfacing and grate sealant. The work includes the demolition of select wall and/or ceiling areas to access the mudded pipe fittings in some locations.

**RECOMMENDED ACTION:**

Approve the request, sign the contract and return a copy to Finance

---

**Attachments**MetraPark Contract Safetech Grandstand Abatement

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## **Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price**

This agreement is dated as of the 19th Day of May, 2020 by and between Yellowstone County, Montana (hereinafter called Owner), and Safetech, Inc., (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1.     **Scope of Work**

Contractor shall provide all labor, materials and equipment necessary for the Hazardous Materials Abatement for the MetraPark Grandstands as per the Project Manual prepared by Northern Industrial Hygiene, Inc on May 4<sup>th</sup>, 2020. Abatement includes the removal and disposal of pipe insulation, mudded fittings, vermiculite, window caulk, window glazing compound, roofing, red/brown exterior surfacing, and grate sealant. The work includes the demolition of select wall and /or ceiling areas to access the mudded pipe fittings in some locations. Work will begin on the non-permitted asbestos containing material no later than May 18th, 2020.

Should any additional work need to be performed, both parties prior to the work being completed must sign a written change order.

2.     Project completion is desired to be completed by June 19<sup>th</sup>, 2020

3.     **Contract Price**

Owner shall pay the Contractor a maximum total of \$96,174.00, upon completion and acceptance of the project by the Owner. Any change orders for the project must be approved in writing by the County prior to the work being started.

4.     **Contractors Representation**

4.1     Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2     Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

4.3     Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4     Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the

Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal
- 5.3 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to

Yellowstone County/MetraPark, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this, And that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.



- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

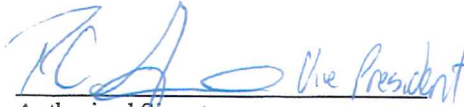
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective May 19<sup>th</sup>, 2020

OWNER:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR:  
Safetech, Inc.

\_\_\_\_\_  
Denis Pitman, Chair

  
Authorized Signature

Attest:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

## SECTION 00300 - FORM OF PROPOSAL

Yellowstone County Commissioners Office  
Third Floor, Room 3101  
316 N 26<sup>th</sup> Street  
Billings, MT 59101  
Attention: Mr. James Matteson

The undersigned, having familiarized myself with the conditions of the Work, having examined the Contract Documents titled:

**ASBESTOS ABATEMENT**  
**Metra Park Grandstands**  
**308 6<sup>th</sup> Avenue North**  
**Billings, Montana**

as well as the site of the proposed work, and being familiar with all of the conditions affecting the proposed project, hereby proposes to provide all labor, supervision, materials, tools, equipment, apparatus and appliances required to conduct asbestos abatement and perform all work associated with the abatement as required by, and in strict accordance with, the Contract Documents and all applicable regulatory requirements, at the prices stated below.

### 1.01 ASBESTOS ABATEMENT

#### BASE BID

The undersigned agrees to perform the Work described in the Specification for the Base Bid package for the sum of:

\$ 96,174<sup>00</sup> Dollars  
Ninety Six Thousand one hundred seventy four<sup>00</sup> Dollars  
(Total in words)

which sum is hereby designated the Bid. (Amount must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

### 1.02 CONTRACT

If the undersigned is notified of the acceptance of this proposal within ten (10) days of the time set for the opening of bids, the undersigned agrees to execute a contract for one or more of the above described bid packages, for a compensation computed from the above sums, in the attached Contract Documents as modified by Owner.

### 1.03 TIME OF COMPLETION

The Base Bid asbestos abatement will be conducted in one phase. The work includes the removal and disposal as asbestos-containing waste of pipe insulation and mudded fittings, vermiculite, window caulk, window glazing compound, roofing, red/brown exterior surfacing and grate sealant. The work also includes the demolition of select wall and/or ceiling areas

to access the mudded pipe fittings in some locations.

The work on the non-permitted portion of the project shall begin no later than May 18, 2020. The work, including final clearance visual inspections and PCM clearance air testing along with the removal of containment barriers, shall be completed by June 19, 2020. The abatement contractor shall coordinate access to areas scheduled for abatement with the Owner and shall anticipate multiple containments and clearance tests will be necessary in conjunction with the overall abatement project.

#### 1.04 LIQUIDATED DAMAGES

The undersigned agrees to pay as fixed, agreed liquidated damages, the sum stipulated in the above referenced Contract as Modified (\$500.00), for each consecutive calendar day after the date established for Substantial Completion the Work in each Phase remains uncompleted.

#### 1.05 ADDENDA

The undersigned acknowledges the receipt of the following addenda:

1

#### 1.06 CERTIFICATION

The undersigned certifies that he is a duly and regularly licensed Contractor holding Montana Public Contractors

License 21714 \_\_\_\_\_  
Number Class

Bidder Information:

Firm Name: SAFETECH INC  
Business Address: 5739 Interstate Ave Billings MT 59101  
Telephone Number: 406 651 0011  
Prepared by: Leonard Cranford  
Title: President  
Date: 5-7-20

Signature: \_\_\_\_\_

End of Section 00300 – Form of Proposal



SAFEINC-05

NROSALES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0979004 HUB International Mountain States Limited 3533 Gabel Road Billings, MT 59102		<b>CONTACT NAME:</b> Nathan Oakley <b>PHONE (A/C, No, Ext):</b> (406) 652-9151 <b>FAX (A/C, No):</b> (406) 652-7838 <b>E-MAIL ADDRESS:</b> nadia.rosales@hubinternational.com		
<b>INSURED</b>  Safetech, Inc. PO Box 80565 Billings, MT 59108		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Arch Specialty Insurance Company</b>		<b>21199</b>
		<b>INSURER B : Nationwide Mutual Insurance Company</b>		<b>23787</b>
		<b>INSURER C : Montana State Fund</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			12EMP7172310	8/26/2019	8/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3056678707	6/5/2019	6/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12EMX1191902	8/26/2019	8/26/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	031136781	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor Pollution			12EMP7172310	8/26/2019	8/26/2020	Per Pollution Event \$ 1,000,000
A	Professional Liab			12EMP7172310	8/26/2019	8/26/2020	Per Wrongful Act \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured on a Primary and Non-Contributory basis including Completed Operations with regard to General Liability when required by written contract per form 00 EMP0125 00 04 19 & 00 EMP0123 00 04 19

Per project aggregate applies per form 00 EMP0121 00 03 19 when required by written contract. Waiver of Subrogation applies with regard to General Liability in favor of the Certificate Holder per form 00 EMP005200 05 04 when required by written contract.

Certificate Holder is an Additional Insured in regard to Automobile Liability per form AC 70 05 03 16 when required by written contract or agreement. Waiver of SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Yellowstone County  
PO Box 35015  
Billings, MT 59107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **SAFEINC-05****NROSALES**LOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>HUB International Mountain States Limited</b>		License # <b>0979004</b>	NAMED INSURED <b>Safetech, Inc.</b> <b>PO Box 80565</b> <b>Billings, MT 59108</b>
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Transfer of Rights of Recovery applies in favor of the certificate holder with regard to General Liability and Automobile Liability per form AC 70 05 03 16 when required by written contract or agreement.

Additional Insured status, primary and non-contributory, Waiver of Subrogation, Mold, and Pollution applies in regard to the Umbrella/Excess Liability per the follow form status of the policy. 00 EMX 0001 00 03 04

**B.O.C.C. Regular**

Agenda Item 3.

**Meeting Date:** 05/19/2020

**Title:** Approval of Contract Change Order #3 - 2020 RSID Crack and Chip Seal

**Submitted By:** Mike Black

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**TOPIC:**

Change Order #3 with Hardrives Construction, Inc. for the 2020 RSID Crack and Chip Seal

**BACKGROUND:**

Routine extra work needed as project proceeds.

Adding back in some originally bid items, and adding in some work "while in the area"

**RECOMMENDED ACTION:**

BOCC to approve, funding from RSID's as needed, and from County Road Department

---

**Attachments**

CCO #3 for RSID 2020 Crack and Chip Seal Project

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# Change Order

No. 3

Date of Issuance: 14 May 2020

Effective Date: 14 May 2020

Project: 2020 Crack & Chip Seal	Owner: Yellowstone County	Owner's Contract No.: N/A
Contract: 2020 Crack & Chip Seal	Date of Contract: 19-Nov-2019	
Contractor: Hardrives Construction, Inc	Engineer's Project No.: N/A	

## The Contract Documents are modified as follows upon execution of this Change Order:

### Description:

Provide additional patching per the original project specifications, provide additional crack seal and chip seal in some areas – per the original project specifications, and other miscellaneous related items

### Attachments (list documents supporting change):

see attached related contractor quotes

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,258,140.00

[Increase] [Decrease] from previously approved  
Change Orders No. 1 to No. 2 :

\$ 29,477.27

Contract Price prior to this Change Order:

\$ 1,287,617.27

[Increase] [Decrease] of this Change Order:

\$109,247.67

Contract Price incorporating this Change Order:

\$ 1,396,864.94

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. n/a to No. n/a:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 14-May-2020

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Box 2535  
Billings, MT 59103  
Office • 406.245.3128  
Fax • 406.245.8834



PO Box 2986  
Watford City, ND 58854  
Office • 701.570.6409  
Fax • 406.245.8834

PAVING . GRADING . PAVEMENT MAINTENANCE . ASPHALT . CHIP SEAL . SEAL COAT . CRACK SEAL . SLURRY SEAL TYPE I-II-III

April 24, 2020

Hardrives Construction Inc will be quoting the following items:

Contract ID: Yellowstone countv 2020 Chip Seal

1	Mobilization	1 LS	@	Included
2	RSID 682 N Ramshorn Dr. Patching	1 LS	@	\$600.00
3	RSID 682 Alpine View Dr. Patching	1 LS	@	\$1,137.60
4	RSID 742 Crack Seal	1 LS	@	<del>\$8,897.90</del>
5	RSID 727 Crack Seal	1 LS	@	<del>\$4,592.00</del>
Total				<del>\$15,227.50</del>

Includes (1) Mobilization

*\$1,737.60*

Prices includes: all labor , wages, equipment, mobilization,GRT, taxes, and insurance in full compliance with the specifications.  
This quotation expires if not accepted in writing within thirty (30) days of this quotation.

Please be aware that Hardrives Construction Inc. is a Certified DBE by the MT Dept. of Transporation.

Respectivly submitted

Jody Teske  
Estimator

Licensed Bonded Insured

WWW.HARDRIVES-ASPHALT.COM

hardrives@hardrives-asphalt.com

CERTIFIED DBE CONTRACTOR

OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME



PO Box 2535  
Billings, MT 59103  
Office • 406.245.3128  
Fax • 406.245.8834



PO Box 2986  
Watford City, ND 58854  
Office • 701.570.6409  
Fax • 406.245.8834

PAVING . GRADING . PAVEMENT MAINTENANCE . ASPHALT . CHIP SEAL . SEAL COAT . CRACK SEAL . SLURRY SEAL TYPE I-II-III

May 11, 2020

Hardrives Construction Inc will be quoting the following items:

Contract ID: Yellowstone county 2020 Chip Seal

1	Mobilization	1 LS	@	Included
2	<del>RSID crack seal donny Dr, Lackman Ln</del>	1 LS	@	<del>\$1,938.97</del>
3	<del>RSID crack seal Cloverleaf</del>	1 LS	@	<del>\$8,934.81</del>
4	RSID crack seal 46th st. w	1 LS	@	\$2,756.18
5	RSID Chip Seal 46th st. W.	1 LS	@	\$19,753.89
Total				<del>\$33,383.85</del>

22,510.07

Includes (1) Mobilization

Prices includes: all labor , wages, equipment, mobilization, GRT, taxes, and insurance in full compliance with the specifications. This quotation expires if not accepted in writing within thirty (30) days of this quotation.

Please be aware that Hardrives Construction Inc. is a Certified DBE by the MT Dept. of Transportation.

Respectively submitted

Jody Teske  
Estimator

Licensed Bonded Insured

WWW.HARDRIVES-ASPHALT.COM

hardrives@hardrives-asphalt.com

CERTIFIED DBE CONTRACTOR

OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME

**B.O.C.C. Regular**

Agenda Item 4. a.

**Meeting Date:** 05/19/2020

**Title:** DOJ (OJP/BJA) Coronavirus Emergency Supplemental Funding Program  
Award

**Submitted By:** Carol Lombard

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**TOPIC:**

Acceptance of DOJ (OJP/BJA) Grant Award #2020-VD-BX-0361 under the Coronavirus Emergency Supplemental Funding Program

**BACKGROUND:**

On 4/28/20, The Yellowstone County Commissioners approved a grant application submitted by the Sheriff's Office under the DOJ (OJP/BJA) Coronavirus Emergency Supplemental Funding Program. We have been notified that an award of \$42,343.00 has been granted under this program.

**RECOMMENDED ACTION:**

The attached award acceptance documents require signature and date on page 1 at boxes 19/19(a) and initials at the bottom right hand corner on pages 2-16 (special conditions).

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**Attachments**

Award acceptance docs

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**Department of Justice (DOJ)**

Office of Justice Programs

Office of the Assistant Attorney General

*Washington, D.C. 20531*

May 8, 2020

Chairman Denis Pitman  
County of Yellowstone  
PO Box 350003  
Billings, MT 59107-5015

Dear Chairman Pitman:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Yellowstone for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$42,343. These funds are for the project entitled Yellowstone County COVID-19 Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Yellowstone accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Dara H. Schulman, Program Manager at (202) 514-9967; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

---

*Washington, DC 20531*

May 8, 2020

Chairman Denis Pitman  
County of Yellowstone  
PO Box 350003  
Billings, MT 59107-5015

Dear Chairman Pitman:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Yellowstone  
PO Box 350003  
Billings, MT 59107-5015

4. AWARD NUMBER: 2020-VD-BX-0361

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022  
BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/08/2020

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

816014491

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

071404941

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

Yellowstone County COVID-19 Emergency Response

10. AMOUNT OF THIS AWARD

\$ 42,343

11. TOTAL AWARD

\$ 42,343

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH  
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Denis Pitman  
Chairman, Board of Commissioners

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		42343

21. VVDUGT0429



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0361

AWARD DATE 05/08/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-0361

AWARD DATE 05/08/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.





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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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*SPECIAL CONDITIONS*

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-0361

AWARD DATE 05/08/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0361

AWARD DATE 05/08/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.





**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for County of Yellowstone

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

 <div>Department of Justice (DOJ) Office of Justice Programs  Bureau of Justice Assistance</div>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>  <b>Grant</b>	
	PROJECT NUMBER  2020-VD-BX-0361	PAGE 1 OF 1
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C		
1. STAFF CONTACT (Name & telephone number)  Dara H. Schulman (202) 514-9967	2. PROJECT DIRECTOR (Name, address & telephone number)  Carol Lombard Administrative Coordinator 217 North 27th Street Billings, MT 59101-1939 (406) 256-2927	
3a. TITLE OF THE PROGRAM  BJA FY 20 Coronavirus Emergency Supplemental Funding Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT  Yellowstone County COVID-19 Emergency Response		
5. NAME & ADDRESS OF GRANTEE  County of Yellowstone PO Box 350003 Billings, MT 59107-5015	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD  FROM: 01/20/2020 TO: 01/31/2022	8. BUDGET PERIOD  FROM: 01/20/2020 TO: 01/31/2022	
9. AMOUNT OF AWARD  \$ 42,343	10. DATE OF AWARD  05/08/2020	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.  NCA/NCF		

**B.O.C.C. Regular**

Agenda Item 4. b.

**Meeting Date:** 05/19/2020

**Title:** Upgarde Flip Phone to Smartphone

**Submitted For:** Roger Bodine

**Submitted By:** Mary Matteson

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**TOPIC:**

Request to Expend from the Yellowstone County Detention Facility to Upgrade Flip Phone for Lieutenant

**BACKGROUND:**

The Sheriffs Office/Detention Facility is requesting Commissioner approval to upgrade a Lieutenant to a smartphone. The phone has not been upgraded since 2016. All new smart devices are required to have Commissioner approval. The cost of android smartphone is approximately \$29.00 per month more that the standard phone that is in service. The purchase was not anticipated however there are sufficient funds within Detention Facility telephone budget (1000.136.420200.345) to facilitate the upgrade.

**RECOMMENDED ACTION:**

Approve as recommended and return a copy to Finance

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**Attachments**

RTE Smart Phone

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# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests ( a single item costing \$500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Apple I Phone

Cost: \$0.99

Other Costs: \_\_\_\_\_

Less Trade-in / Discount \_\_\_\_\_

Net Cost of Request \$0.99

Explanation of Purchase

Replace flip phone for YCDF Lieutenant

Sheriff - YCDF

Department

  
Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 2300.136.420200.345

Approved: YES \_\_\_ NO \_\_\_

Budget Balance: \$17,417

Tabled: \_\_\_\_\_

Is this a budgeted item? No

Date: \_\_\_\_\_

Finance Note: \_\_\_\_\_

Votes: YES NO

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Purchasing Agent

Date

**B.O.C.C. Regular**

Agenda Item 4. c.

**Meeting Date:** 05/19/2020

**Title:** Carbon County Interlocal Agreement

**Submitted By:** Carol Lombard

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**TOPIC:**

Interlocal Agreement between Carbon County, MT and Yellowstone County, MT for Adult Detention Services Effective April 1, 2020

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

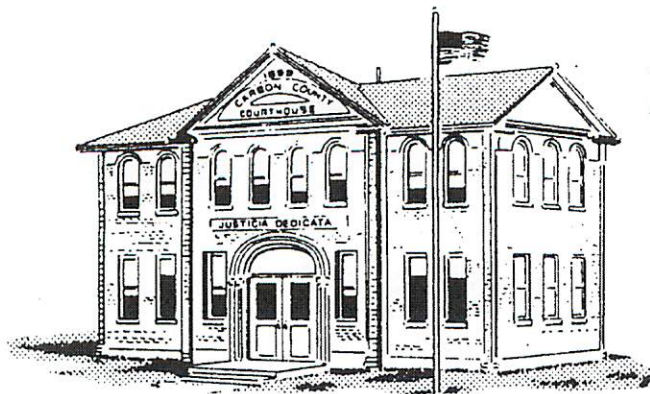
Approve and sign.

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**Attachments**

Carbon County Interlocal Agreement

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# BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887  
Red Lodge, MT 59068

Phone: (406) 446-1595  
Fax: (406) 446-2640

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May 8, 2020

Sheriff Mike Linder  
Yellowstone County Sheriff's Office  
PO Box 35017  
Billings, MT 59107

**RE: Interlocal Agreement for Adult Detention Services**

Dear Sheriff Linder,

Please find enclosed two copies of the above referenced agreement executed by Carbon County. Please return one fully executed copy.

Cordially,

Angela Newell  
Administrative Assistant  
Carbon County Commissioners

Enclosures



INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES  
Between  
YELLOWSTONE COUNTY MT. AND CARBON COUNTY MT.

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated, on (DATE), between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") and Carbon County Montana, and its Sheriff's Office, (collectively, "County"). EFFECTIVE April 1, 2020

ARTICLE I  
PURPOSE

The purpose of this IA is to provide the terms and conditions for CARBON COUNTY, to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law, at the Yellowstone County Detention Center in Billings (YCDF) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant §7-32-2243(1), MCA.

ARTICLE II  
DURATION AND TERMINATION

The duration of the IA is three (3) years from the date set forth above subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party. This IA will automatically renew for another three (3) year term unless either party gives ninety (90) day written notice of their intention to terminate the agreement.

ARTICLE III  
CREATION OF LEGAL ENTITY -PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore, no agreement is necessary related to the disposition of such property.

ARTICLE IV  
FINANCING, COSTS, AND BUDGET

A. NORMAL EXPENSES. Yellowstone shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care, and all other costs normally associated with actual detention of inmates.

B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA, CARBON COUNTY shall be responsible for all expenses associated with the medical care of any of its Inmates at the YCDF. CARBON COUNTY shall defend, indemnify, and hold Yellowstone harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by an act of Yellowstone.



C. FEES. CARBON COUNTY shall pay Yellowstone \$100.00 per day for each Inmate. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to this section of the IA by written notice. Such negotiations shall be conducted for no longer than thirty (30) days from the date of the written notice. No later than the end of the thirty-day negotiation period, the parties may modify this section in writing or give written notice to terminate in accordance with Article II above.

#### ARTICLE V ADMINISTRATION

The Sheriff's Office of each county shall be responsible for the day-to-day administration of the IA. The Yellowstone County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA, subject to the policies and procedures established for the YCDF. This authority and responsibility shall begin at the time the Inmate is committed to Yellowstone County Sheriff's Office custody and terminate when the Inmate is returned to the custody of the CARBON COUNTY Sheriff's Office.

#### ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

A. TRANSPORTATION. CARBON COUNTY shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. CARBON COUNTY shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Yellowstone County Sheriff's Office shall first secure the written consent of CARBON COUNTY for transportation to any medical treatment, unless such medical treatment is deemed an emergency. During an emergency, Yellowstone will provide staff to act as a temporary security for an Inmate. Yellowstone shall provide this service for a period not to exceed one and one-half hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of CARBON COUNTY. At the discretion of the Yellowstone, security may be provided beyond the first one and one-half hour, however, all expenses shall be sole responsibility of CARBON COUNTY and billed monthly.

B. INSURANCE. Yellowstone County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the YCDF. Yellowstone will defend, indemnify, and hold harmless CARBON COUNTY against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone, consistent with the paragraph set forth below.

If an Inmate who is detained at YCDF is transported by Yellowstone, CARBON COUNTY will defend, indemnify and hold harmless Yellowstone against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation as long as such claim, damage, loss, expense, cost, fee, action or charge is not caused by an act of Yellowstone.

CARBON COUNTY shall be responsible for providing insurance in an amount no less than \$1.5 million per occurrence against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation of any Inmate to and from the YCDF or any location authorized by CARBON COUNTY.

CARBON COUNTY shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary non-contributing basis and provide proof of proper endorsements to said insurance.

C. RECORD KEEPING. Yellowstone is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of Yellowstone County Sheriff's Office.

D. LICENSURE - TRAINING - AUTHORITY. Yellowstone will maintain the YCDF in compliance with YCDF policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. CARBON COUNTY employees shall obey YCDF policy and procedure and the Montana Jail Standards and obey the orders of YCDF facility staff while inside the YCDF. The YCDF shall be open to the inspection of a representative of CARBON COUNTY upon 24-hour notice.

#### ARTICLE VII GENERAL PROVISIONS

A. ASSIGNMENT and Authority. No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this IA.

B. COMPLETE AGREEMENT. This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.

C. APPLICABLE LAW, VENUE, AND ATTORNEYS' FEES. This IA shall be governed by the laws of the State of Montana, and any action to enforce any right or obligation shall be brought in the Thirteenth Judicial District, Yellowstone County. The prevailing party in any action to enforce this IA shall be entitled to attorney's fees including those of in-house counsel or the County Attorney's Office.

D. COMPLIANCE WITH LAW. The parties shall comply with all applicable federal, state, and local law in performing under this IA.

THIS SPACE IS INTENTIONALLY LEFT BLANK



This Interlocal agreement entered into as of the day first written above by:

Board of County  
Commissioners Yellowstone  
County, Montana

Board of County Commissioners  
Carbon County, Montana

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
YELLOWSTONE COUNTY  
SHERIFF

  
\_\_\_\_\_  
CARBON COUNTY SHERIFF

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES  
Between  
YELLOWSTONE COUNTY MT. AND CARBON COUNTY MT.

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated, on (DATE), between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") and Carbon County Montana, and its Sheriff's Office, (collectively, "County"). EFFECTIVE April 1, 2020

ARTICLE I  
PURPOSE

The purpose of this IA is to provide the terms and conditions for CARBON COUNTY, to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law, at the Yellowstone County Detention Center in Billings (YCDF) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant §7-32-2243(1), MCA.

ARTICLE II  
DURATION AND TERMINATION

The duration of the IA is three (3) years from the date set forth above subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party. This IA will automatically renew for another three (3) year term unless either party gives ninety (90) day written notice of their intention to terminate the agreement.

ARTICLE III  
CREATION OF LEGAL ENTITY -PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore, no agreement is necessary related to the disposition of such property.

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A. NORMAL EXPENSES. Yellowstone shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care, and all other costs normally associated with actual detention of inmates.

B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA, CARBON COUNTY shall be responsible for all expenses associated with the medical care of any of its Inmates at the YCDF. CARBON COUNTY shall defend, indemnify, and hold Yellowstone harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by an act of Yellowstone.



C. FEES. CARBON COUNTY shall pay Yellowstone \$100.00 per day for each Inmate. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to this section of the IA by written notice. Such negotiations shall be conducted for no longer than thirty (30) days from the date of the written notice. No later than the end of the thirty-day negotiation period, the parties may modify this section in writing or give written notice to terminate in accordance with Article II above.

#### ARTICLE V ADMINISTRATION

The Sheriff's Office of each county shall be responsible for the day-to-day administration of the IA. The Yellowstone County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA, subject to the policies and procedures established for the YCDF. This authority and responsibility shall begin at the time the Inmate is committed to Yellowstone County Sheriff's Office custody and terminate when the Inmate is returned to the custody of the CARBON COUNTY Sheriff's Office.

#### ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

A. TRANSPORTATION. CARBON COUNTY shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. CARBON COUNTY shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Yellowstone County Sheriff's Office shall first secure the written consent of CARBON COUNTY for transportation to any medical treatment, unless such medical treatment is deemed an emergency. During an emergency, Yellowstone will provide staff to act as a temporary security for an Inmate. Yellowstone shall provide this service for a period not to exceed one and one-half hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of CARBON COUNTY. At the discretion of the Yellowstone, security may be provided beyond the first one and one-half hour, however, all expenses shall be sole responsibility of CARBON COUNTY and billed monthly.

B. INSURANCE. Yellowstone County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the YCDF. Yellowstone will defend, indemnify, and hold harmless CARBON COUNTY against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone, consistent with the paragraph set forth below.

If an Inmate who is detained at YCDF is transported by Yellowstone, CARBON COUNTY will defend, indemnify and hold harmless Yellowstone against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation as long as such claim, damage, loss, expense, cost, fee, action or charge is not caused by an act of Yellowstone.

CARBON COUNTY shall be responsible for providing insurance in an amount no less than \$1.5 million per occurrence against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation of any Inmate to and from the YCDF or any location authorized by CARBON COUNTY.

CARBON COUNTY shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary non-contributing basis and provide proof of proper endorsements to said insurance.

C. RECORD KEEPING. Yellowstone is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of Yellowstone County Sheriff's Office.

D. LICENSURE - TRAINING - AUTHORITY. Yellowstone will maintain the YCDF in compliance with YCDF policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. CARBON COUNTY employees shall obey YCDF policy and procedure and the Montana Jail Standards and obey the orders of YCDF facility staff while inside the YCDF. The YCDF shall be open to the inspection of a representative of CARBON COUNTY upon 24-hour notice.

## ARTICLE VII GENERAL PROVISIONS

A. ASSIGNMENT and Authority. No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this IA.

B. COMPLETE AGREEMENT. This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.

C. APPLICABLE LAW, VENUE, AND ATTORNEYS' FEES. This IA shall be governed by the laws of the State of Montana, and any action to enforce any right or obligation shall be brought in the Thirteenth Judicial District, Yellowstone County. The prevailing party in any action to enforce this IA shall be entitled to attorney's fees including those of in-house counsel or the County Attorney's Office.

D. COMPLIANCE WITH LAW. The parties shall comply with all applicable federal, state, and local law in performing under this IA.

THIS SPACE IS INTENTIONALLY LEFT BLANK



This Interlocal agreement entered into as of the day first written above by:

Board of County  
Commissioners Yellowstone  
County, Montana

Board of County Commissioners  
Carbon County, Montana

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
YELLOWSTONE COUNTY  
SHERIFF

  
\_\_\_\_\_  
CARBON COUNTY SHERIFF



**B.O.C.C. Regular**

Agenda Item 4. d.

**Meeting Date:** 05/19/2020

**Title:** Vehicle Title

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Vehicle Title for Trade In

**BACKGROUND:**

See attached title.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

Vehicle Title for Trade In

---



## DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION

0000000000

51

## CERTIFICATE OF TITLE

TITLE NUMBER

H168503

VEHICLE/VESSEL IDENTIFICATION NUMBER

2FAHP71V79X126961

ODOMETER READING

ODMTR: 225 ACTUAL

OTHER PERTINENT DATA

YEAR

2009

MAKE/MANUFACT.

FORD

UNLADEN WEIGHT/MATERIAL

3,960

MODEL

CVC

TON/PROPULSION

BODY STYLE/LENGTH

4D

VESSEL NUMBER

DATE ISSUED

03/06/2009

OWNER(S) NAME AND ADDRESS

YELLOWSTONE CO SHERIFF DEPT  
PO BOX 35017  
BILLINGS MT 59107

THIS VEHICLE/VESSEL IS SUBJECT TO THE FOLLOWING SECURITY INTEREST(S)

This entire section must be completed when selling,  
trading or transferring your vehicle/vessel.

## STEP 1 -- OWNER(S) ASSIGNMENT OF TITLE TO PURCHASER(S)

Owner(s) shown above must enter the name and address of the purchaser(s) here.  
Do not leave these lines blank -- doing so constitutes an "open title" and is a  
violation of state law.

Print Name of Purchaser(s), whether individual(s) or business

Address

## STEP 2 -- OWNER(S) MILEAGE DISCLOSURE AND RELEASE OF INTEREST

**Warning:** Federal and state law requires that you state the mileage of the  
vehicle -- failure to do so or providing a false statement may result in fines  
and/or imprisonment.

I/we state that this (check one) 5 ☐ or 6 ☐ digit odometer now reads (no tenths)  
\_\_\_\_\_ miles, date read \_\_\_\_\_ and to the best of my/our knowledge it  
reflects the actual mileage *unless one of the following statements is checked:*

DO NOT  
CHECK  
UNLESS  
APPLICABLE

- ☐ The odometer reading reflects the amount of  
mileage *in excess of its mechanical limits.*
- ☐ The odometer reading is not the actual mileage.  
*Warning - odometer discrepancy.*

I/we certify under penalty of law (Section 45-7-203 Unsworn Falsification to  
Authorities) that the statements made on this certificate are true and correct to the  
best of my/our knowledge, information and belief, that I am/we are the same  
person(s) named above, and if signing for a commercial entity, I/we have full author-  
ity to do so.

All owners must sign in ink. If commercial entity, enter business name.

X Signature of Seller--or--Business Name  
Dennis Pittman Yellowstone County

Printed Name -- must be same as signature (do not type)

X Signature of Seller (if more than one) --or-- Business Name

Printed Name -- must be same as signature (do not type)

**DO NOT NOTARIZE OR VERIFY UNLESS SIGNED IN YOUR PRESENCE AND  
PURCHASER NAME(S) IS LISTED.**

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and affirmed to before me on (date) \_\_\_\_\_ by (clearly print  
name of person appearing before you) \_\_\_\_\_

Notary signature \_\_\_\_\_

Printed name \_\_\_\_\_

Affix

Title or rank \_\_\_\_\_

Notary

For the State of \_\_\_\_\_ County of \_\_\_\_\_

Seal

Residing at \_\_\_\_\_

Here

My commission expires \_\_\_\_\_

## STEP 3 -- PURCHASER(S) ACKNOWLEDGMENT OF MILEAGE DISCLOSURE

I am/we are aware of the above odometer certification made by the seller(s).

X Signature of Purchaser -- only one signature is required

Date of Sale

Printed Name--must be same as signature (do not type)

**PURCHASER(S):** See reverse side for Title Application (Section E)  
or Dealer/Insurer Reassignments (Sections A,B,C,D)

Rev. 01/07

The Montana Department of Justice, Motor Vehicle Division, hereby certifies that the  
person(s) named above is/are the owner(s) of the vehicle/vessel described, which is  
subject to the security interest(s) shown.



TITLE AND REGISTRATION BUREAU  
1003 BUCKSKIN DRIVE  
DEER LODGE MT 59722-2375

001398887

CONTROL NO. 11356180

(This is not a title number)

KEEP IN SAFE PLACE-ANY ALTERATION-USE OF CORRECTION FLUID-ERASURE - VOIDS THIS TITLE.

VERIFY PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW



**B.O.C.C. Regular**

Agenda Item 4. e.

**Meeting Date:** 05/19/2020

**Title:** ATF/YCSO Memorandum of Agreement

**Submitted By:** Carol Lombard

---

**TOPIC:**

Renewal of MOA between ATF and Yellowstone County Sheriff's Office

**BACKGROUND:**

This MOA is for reimbursement of Sheriff's Office overtime expenses associated with the ATF Task Force. The MOA is effective through 9/30/2025.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

ATF MOA

---



**U.S. Department of Justice**

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

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*Washington, DC 20226*  
*www.atf.gov*

**MEMORANDUM OF AGREEMENT**

**Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
Yellowstone County Sheriff's Office  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE**

\*\*\*\*\*

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Yellowstone County Sheriff's Office for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Yellowstone County Sheriff's Office in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

**I. DURATION OF THIS MEMORANDUM OF AGREEMENT**

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2025, subject to Section VII of the MOA.

**II. AUTHORITY**

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2021, 2022, 2023, 2024 and 2025 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

### **III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the Yellowstone County Sheriff's Office and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

### **IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

### **V. CONDITIONS AND PROCEDURES**

- A. The Yellowstone County Sheriff's Office shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Yellowstone County Sheriff's Office shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Yellowstone County Sheriff's Office shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Yellowstone County Sheriff's Office shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.



- C. The Yellowstone County Sheriff's Office shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Joe Korth, 2929 Third Avenue, Room 528, Billings, MT 59101

- D. The Yellowstone County Sheriff's Office may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Yellowstone County Sheriff's Office and submitted to ATF field office for signature and verification of the invoice.
- F. The Yellowstone County Sheriff's Office will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
- (2) No waivers or extensions will be granted or honored. The Yellowstone County Sheriff's Office will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC Joe Korth, 2929 Third Avenue, Room 528, Billings, MT 59101

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Yellowstone County Sheriff's Office for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The Yellowstone County Sheriff's Office acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

## **VI. PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Yellowstone County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.




## VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.


## VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Yellowstone County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

\*\*\*\*\*

  
Mike Linder  
Sheriff  
Yellowstone County Sheriff's Office

Date: 5-13-20

  
Digitally signed by DAVID  
BOOTH  
Date: 2020.05.12  
11:31:58 -06'00'  
\_\_\_\_\_  
David S. Booth,  
Special Agent in Charge  
Denver Field Division  
ATF

Date: \_\_\_\_\_

Eric M.  
Lippold  
\_\_\_\_\_  
Eric M. Lippold  
Deputy Chief Financial Officer  
Office of Management  
ATF

Date: \_\_\_\_\_

John  
Durastanti  
\_\_\_\_\_  
John J. Durastanti  
Deputy Assistant Director (West)  
Field Operations  
ATF

Date: \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 5.

**Meeting Date:** 05/19/2020

**Title:** Bonds for Lost Warrants

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Bonds for Lost Warrants

**BACKGROUND:**

Bonds for Lost Warrants to replace missing checks.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

Bonds for Lost Warrants

---

## BOND FOR LOST WARRANT

On OCTOBER 12, 2018, Yellowstone County issued a warrant numbered 28103 to HR RESTAURANTS (Principal) in the amount of \$ 50.00. The warrant was drawn in payment of tax code number 2019055. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$ 50.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 100.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this May day of 5, 2020

Principal

Principal

5929 Fashion Point Dr. South Ogden, UT 84403  
Mailing Address for replacement check

SUBSCRIBED AND SWORN to before me this 6 day of May, 2020.

(NOTARIAL SEAL)



Joanna R. Grames  
Notary public for the State of Utah  
Residing at Weber, Utah  
My commission expires 9.30.2020

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # \_\_\_\_\_ (completed by County)

4/30/20



## BOND FOR LOST WARRANT

On NOVEMBER 1, 2018, Yellowstone County issued a warrant numbered 28126 to COMMONWEALTH USA SETTLEMENTS LLC (Principal) in the amount of \$ 115.09. The warrant was drawn in payment of tax code number C11019. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$ 115.09 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 230.18 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 7 day of May, 2020.

Andrew Ardeno

Principal

Principal

4 Penn Center West STE 400

Mailing Address for replacement check

Pittsburgh PA 15276

SUBSCRIBED AND SWORN to before me this 7 day of May, 2020.

(NOTARIAL SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Kevin Robert Marsh, Notary Public  
Allegheny County  
My commission expires January 6, 2024  
Commission number 1360791  
Member, Pennsylvania Association of Notaries

Kevin Robert Marsh  
Notary public for the State of PA  
Residing at Allegheny Pittsburgh  
My commission expires 1/6/24

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # \_\_\_\_\_ (completed by County)

4/30/20

**B.O.C.C. Regular**

Agenda Item 6.

**Meeting Date:** 05/19/2020

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

**PERSONNEL ACTION REPORTS - Detention Facility** - 6 Appointments, 1 Termination; **Sheriff's Office** - 2 Salary & Other; **I.T.** - 4 Salary & Other

**BACKGROUND:**

Personnel changes.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

PARS

---

MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: JACOBSSEN, CHANCE R Effective Date: 5/4/2020

Current Title: Detention Officer Gr.      Salary \$ 20.20/HR

Title Change:                      Gr.      Salary \$             

Check as Applicable:

Regular Full Time: XX New Hire:             

Regular Part Time:      Rehire:             

Temp Full Time:      Termination: XX

Temp Part Time:      (Involuntary)

Seasonal Hire:      Promotion:             

Replaces position      Transfer:             

Name                      Demotion:             

New Budgeted Position     

Other:                      Reclassification:             

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account       
                    - - - - - Percent Split Account     

Det S. Morgan 5/5/2020  
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note:                      Note:                     

Chynna Jones 5-8-20 Chynna Jones 5-11-2020  
Director Date Director Date

H.R. Comments: Commissioner's Action  
                     Approve Disapprove

Chair             

Member             

Member             

Date entered in payroll                       
Clerk & Recorder - original  
Human Resources - canary  
Auditor - pink  
Department - goldenrod



MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: ANDERSON, GARRETH B Effective Date: 5/18/2020  
Current Title: Detention Officer Gr.      Salary \$ 20.00  
Title Change:                      Gr.      Salary \$           

Check as Applicable:

Regular Full Time: XX New Hire: XX  
Regular Part Time:      Rehire:       
Temp Full Time:      Termination:       
Temp Part Time:      Promotion:       
Seasonal Hire:      Transfer:       
Replaces position X Demotion:       
Name MELSON Reclassification:       
New Budgeted Position     

Other:                     

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account       
                    Percent      Split Account     

[Signature]  
Elected Official/Department Head

5/4/2020  
Date

Section 2

Human Resources:

Finance:

Note: Eligibility for Adv Note:                       
                     Director                      Date                       
                     Director                      Date                     

H.R. Comments:                     

Commissioner's Action  
Approve      Disapprove     

                     Chair                       
                     Member                       
                     Member                     

Date entered in payroll                       
Clerk & Recorder - original  
Human Resources - canary  
Auditor - pink  
Department - goldenrod

MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: JONES, JASON P Effective Date: 5/18/2020  
Current Title: Detention Officer Gr. Salary \$ 20.00/HR  
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time: Termination: XX

Temp Full Time: Rehire: XX

Temp Part Time: Termination: XX

Seasonal Hire: Promotion: XX

Replaces position: Transfer: XX

Name LANE

New Budgeted Position: Demotion: XX

Other: Reclassification: XX

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account  
- - - - - Percent Split Account

Elected Official/Department Head 5/4/2020 Date

Section 2

Human Resources: Finance:

Note: Eligibility Pool AM Note: Director Date

Director Date 5-8-20 5-11-2020

H.R. Comments: Commissioner's Action Approve Disapprove

Chair

Date entered in payroll Member

Clerk & Recorder - original Member

Human Resources - canary Member

Auditor - pink

Department - goldenrod

MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: BELLROCK, DIONE J JR Effective Date: 5/18/2020

Current Title: DETENTION OFFICER Gr.      Salary \$ 20.00/HR

Title Change:                      Gr.      Salary \$             

Check as Applicable:

Regular Full Time: XX New Hire: X

Regular Part Time:      Rehire:     

Temp Full Time:      Termination:     

Temp Part Time:      Promotion:     

Seasonal Hire:      Transfer:     

Replaces position XX Demotion:     

Name McFARLAND Reclassification:     

New Budgeted Position     

Other:     

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account       
     -      -      -      Percent      Split Account     

[Signature] Elected Official/Department Head 5/4/2020 Date

Section 2

Human Resources: Finance:

Note: Eligibility Pool ALU Note: [Signature] Date 5-11-2020  
[Signature] Director Date 5-8-20

H.R. Comments: Commissioner's Action  
                                     Approve Disapprove

Chair     

Member     

Member     

Date entered in payroll     

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

MAY 11 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: DONALDSON, TYSON J Effective Date: 5/18/2020

Current Title: Detention Officer Gr. Salary \$ 20.00/HR

Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time: Promotion:

Seasonal Hire: Transfer:

Replaces position Name: XX

New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account  
- - - - - Percent Split Account

Elected Official/Department Head 5/4/2020 Date

Section 2

Human Resources: Finance:

Note: Eligibility Pool #4w Note:

Director Date 5-8-20 Director Date 5-11-2020

H.R. Comments: Commissioner's Action Approve Disapprove

Chair

Date entered in payroll Member

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod



MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: PARISH, CHANCE Effective Date: 5/18/2020

Current Title: Detention Officer Gr.      Salary \$ 20.00/HR

Title Change:                      Gr.      Salary \$             

Check as Applicable:

Regular Full Time: XX New Hire: XX

Regular Part Time:      Rehire:     

Temp Full Time:      Termination:     

Seasonal Hire:      Promotion:     

Replaces position XX Transfer:     

Name BRUCKNER Demotion:     

Other:      Reclassification:     

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account       
     -      -      -      Percent      Split Account     

                     Elected Official/Department Head 5/4/2020 Date

Section 2

Human Resources: Finance:

Note: Eligibility Pool AW Note:                     

Director                      Date 5-8-20 Director                      Date 5-11-2020

H.R. Comments:                      Commissioner's Action  
                     Approve                      Disapprove                     

                     Chair                     

                     Member                     

                     Member                     

Date entered in payroll                       
Clerk & Recorder - original  
Human Resources - canary  
Auditor - pink  
Department - goldenrod

MAY 17 2020

# YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

## Section 1

**Section 1 is to be completed by the initiating department for recommended personnel changes**

Name: KVESETH, TALON Effective Date: 5/18/2020

Current Title: Detention Officer

Title Change: \_\_\_\_\_

Gr. \_\_\_\_\_

Salary \$ \_\_\_\_\_

**Check as Applicable:**

Regular Full Time:	New Hire:
XX	XX

Regular Part Time: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_

Temp Part Time:	Termination:
-----------------	--------------

Seasonal Hire: \_\_\_\_\_  
Promotion: \_\_\_\_\_

Replaces position	XX	Transfer:
-------------------	----	-----------

Name                      Kapor

New Budgeted Position

Other: \_\_\_\_\_  
Reclassification: \_\_\_\_\_

Funding:	2300 -	136 -	420200	-	111	Percent	100	New Account
----------	--------	-------	--------	---	-----	---------	-----	-------------

	Percent	Split Account
0	-	
	-	

Elected Official/Department Head

## Section 2

Human Resources:

Note: Eligibility Pool 4th

Director \_\_\_\_\_ Date \_\_\_\_\_

H.R. Comments:

Commissioner's Action  
Approve            Disapprove           

Date entered in payroll

Clerk &amp; Recorder - original

Human Resources - canary

Auditor – pink

Department - goldenrod

Chair

Member

## Member



MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Taylor, Ryan Effective Date: 5/1/2020  
Current Title: Sergeant Gr.      Salary \$ 32.84/HR  
Title Change: Lieutenant Gr.      Salary \$ 35.30/HR

Check as Applicable:

Regular Full Time: XX New Hire:       
Regular Part Time:      Rehire:       
Temp Full Time:      Termination:       
Temp Part Time:      Promotion: XX  
Seasonal Hire:      Transfer:       
Replaces position      Demotion:       
Name      Reclassification:       
New Budgeted Position     

Other: Replaces O'Donnald XX

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account       
     -      -      Percent      Split Account     

[Signature]  
Elected Official/Department Head

5/1/2020  
Date

Section 2

Human Resources:

Finance:

Note:     

Note:     

[Signature] 5-8-20  
Director Date

[Signature] 5.11.2020  
Director Date

H.R. Comments:     

Commissioner's Action  
Approve      Disapprove     

Date entered in payroll       
Clerk & Recorder - original  
Human Resources - canary  
Auditor - pink  
Department - goldenrod

Chair       
Member       
Member     

revised 02/13

MAY 11 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Lester, Robert Effective Date: 5/1/2020

Current Title: Sergeant Gr.      Salary \$ 32.26/HR

Title Change: Lieutenant Gr.      Salary \$ 34.68/HR

Check as Applicable:

Regular Full Time: XX New Hire:     

Regular Part Time:      Rehire:     

Temp Full Time:      Termination:     

Temp Part Time:      Promotion: XX

Seasonal Hire:      Transfer:     

Replaces position      Demotion:     

Name      Reclassification:     

New Budgeted Position     

Other: Replaces Siegle XX

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account     

Percent      Split Account     

Michael 5/1/2020

Elected Official/Department Head      Date     

Section 2

Human Resources: Finance:

Note:     

Atkinson 5-8-20 Johnson 5.11.2020  
Director Date Director Date

H.R. Comments:      Commissioner's Action  
Approve      Disapprove     

     Chair     

     Member     

     Member     

Date entered in payroll     

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

# Yellowstone County



## HUMAN RESOURCES

(406) 256-2705  
(406) 254-7908 (fax)  
P.O. Box 35041  
Billings, MT 59107-5041

Yellowstone County Commissioners  
RECEIVED

To: Board of County Commissioners

From: Dwight Vigness, H.R. and Jeff Slavick, I.T. *[Signature]*

Date: May 11, 2020 *[Signature]* **MAY 13 2020**

Subject: attached PAR's

The IT Department has a group of IT Specialists that provide technical and advanced support activities to ensure Yellowstone County's computer equipment, is functional and performing efficiently. There are two classifications, a support specialist and a senior support specialist. Basically, an entry to working level structure.

Four positions were hired at the senior level in the past few years. The senior positions at a grade G were hired in at the 82% to 87% comp ratio of a grade G which back then was in the ballpark of \$20.35 to 21.63 and yearly raises adjusted salaries throughout the years.

A little over two years ago I.T. hired an entry level specialist at the midpoint of a grade E (100% comp ratio). The employee had prior service with Yellowstone County and was told they would be on track to the Senior level at some point.

Fast forward two years to May 2020.

The individual in the entry level position at a grade E was moved to a senior specialist at a grade G (two grades up from the current position). With that the compensation policy states:

*Upon promotion from non-union position to another non-union position:*

- 10% increase (excluding longevity) for one grade increase
- **15% increase (excluding longevity) for two grade increase**
- 20% increase (excluding longevity) for three or more grade increase  
(Cannot exceed salary grade maximum)

When applying the policy, the employee went from the entry level specialist to the senior level specialist which is two grades received a 15% increase. Keep in mind that employee was hired in a midpoint of the grade E and each grade increase is approximately 10% higher (E 10% higher than D and D 10% higher than C, etc.

The 15% increase for the entry position to senior position created circumstances where that individual's compensation exceeded a senior specialist that has been with YC for a few years and a couple others that have similar time with Yellowstone County.

We have attached 4 PDQ's that we feel address the issue and would ask for the Commissioners support to make these adjustments.



MAY 13 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Victoria Wolff Effective Date: 5/16/20  
Current Title: Dept Network Admin, Gr. 7 Salary \$ 25.40  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ 26.92

Check as Applicable:

Regular Full Time: \_\_\_\_\_ New Hire: \_\_\_\_\_  
Regular Part Time: \_\_\_\_\_ Rehire: \_\_\_\_\_  
Temp Full Time: \_\_\_\_\_ Termination: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_ Promotion: \_\_\_\_\_  
Seasonal Hire: \_\_\_\_\_ Transfer: \_\_\_\_\_  
Replaces position \_\_\_\_\_ Demotion: \_\_\_\_\_  
Name \_\_\_\_\_  
New Budgeted Position \_\_\_\_\_  
Other: \_\_\_\_\_ Reclassification: \_\_\_\_\_

Funding: 1000-115-410580-111 Percent \_\_\_\_\_ New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Mr. Lewis 5/13/2020  
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: \_\_\_\_\_  
Director Victoria Wolff Date 5-13-20

Note: \_\_\_\_\_  
Director Victoria Wolff Date 5-13-2020

H.R. Comments:

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Date entered in payroll \_\_\_\_\_  
Clerk & Recorder - original \_\_\_\_\_  
Human Resources - canary \_\_\_\_\_  
Auditor - pink \_\_\_\_\_  
Department - goldenrod \_\_\_\_\_

Chair \_\_\_\_\_  
Member \_\_\_\_\_  
Member JD \_\_\_\_\_



MAY 13 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Sergei Kiyantisa Effective Date: 5/16/20  
Current Title: Senior Support Specialist Gr. GT Salary \$ 24,462  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ 26,177

Check as Applicable:

Regular Full Time: \_\_\_\_\_ New Hire: \_\_\_\_\_  
Regular Part Time: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_ Rehire: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_ Termination: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_ Promotion: \_\_\_\_\_

Replaces position \_\_\_\_\_ Transfer: \_\_\_\_\_  
Name \_\_\_\_\_

New Budgeted Position \_\_\_\_\_ Demotion: \_\_\_\_\_

Other: \_\_\_\_\_ Reclassification: \_\_\_\_\_

Funding: 1000 - 115 - 410580 - 111 Percent \_\_\_\_\_ New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

John Doe 5/13/2020  
Elected Official/Department Head Date

Section 2

Human Resources: \_\_\_\_\_ Finance: \_\_\_\_\_

Note: \_\_\_\_\_ Note: \_\_\_\_\_  
John Doe 5-13-20 5-13-2020  
Director Date Director Date

H.R. Comments: \_\_\_\_\_ Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair \_\_\_\_\_

Date entered in payroll \_\_\_\_\_ Member \_\_\_\_\_

Clerk & Recorder - original \_\_\_\_\_

Human Resources - canary \_\_\_\_\_

Auditor - pink \_\_\_\_\_

Department - goldenrod \_\_\_\_\_

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

MAY 13 2020

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Lloyd Swords Effective Date: 5/16/20  
Current Title: Senior Support Specialist Gr. G Salary \$ 22.24  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ 24.24

Check as Applicable:

Regular Full Time: \_\_\_\_\_ New Hire: \_\_\_\_\_  
Regular Part Time: \_\_\_\_\_ Rehire: \_\_\_\_\_  
Temp Full Time: \_\_\_\_\_ Termination: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_ Promotion: \_\_\_\_\_  
Seasonal Hire: \_\_\_\_\_ Transfer: \_\_\_\_\_  
Replaces position \_\_\_\_\_ Demotion: \_\_\_\_\_  
Name \_\_\_\_\_  
New Budgeted Position \_\_\_\_\_  
Other: \_\_\_\_\_ Reclassification: \_\_\_\_\_

Funding: 1000-115-410580-111 Percent \_\_\_\_\_ New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Lloyd Swords  
Elected Official/Department Head

5/13/2020  
Date

Section 2

Human Resources:

Finance:

Note: \_\_\_\_\_

Note: \_\_\_\_\_

5-13-20  
Director Date

Jul Jones 5-12-2020  
Director Date

H.R. Comments:

Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair \_\_\_\_\_

Date entered in payroll \_\_\_\_\_

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

Member \_\_\_\_\_

Member \_\_\_\_\_

MAY 13 2020

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Nicole Olson Effective Date: 5/16/20  
Current Title: Senior Support Specialist Gr. 7 Salary \$ 24,466  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ 26,177

Check as Applicable:

Regular Full Time: \_\_\_\_\_ New Hire: \_\_\_\_\_  
Regular Part Time: \_\_\_\_\_ Rehire: \_\_\_\_\_  
Temp Full Time: \_\_\_\_\_ Termination: \_\_\_\_\_  
Temp Part Time: \_\_\_\_\_ Promotion: \_\_\_\_\_  
Seasonal Hire: \_\_\_\_\_  
Replaces position \_\_\_\_\_ Transfer: \_\_\_\_\_  
Name \_\_\_\_\_ Demotion: \_\_\_\_\_  
New Budgeted Position \_\_\_\_\_  
Other: \_\_\_\_\_ Reclassification: \_\_\_\_\_

Funding: 1000-115-410580 - 111 Percent \_\_\_\_\_ New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

John Olson 5/13/2020  
Elected Official/Department Head Date

Section 2

Human Resources: \_\_\_\_\_ Finance: \_\_\_\_\_

Note: \_\_\_\_\_ Note: \_\_\_\_\_

Allegretto 5-13-20 \_\_\_\_\_  
Director Date

John Olson 5-13-2020 \_\_\_\_\_  
Director Date

H.R. Comments: \_\_\_\_\_ Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair \_\_\_\_\_

Date entered in payroll \_\_\_\_\_

Clerk & Recorder - original \_\_\_\_\_

Human Resources - canary \_\_\_\_\_

Auditor - pink \_\_\_\_\_

Department - goldenrod \_\_\_\_\_

**B.O.C.C. Regular**

Agenda Item 1.

**Meeting Date:** 05/19/2020

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Checks and Disbursements for April 1, 2020 to April 30, 2020

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

---

**Attachments**

Clerk of Court Checks and Disbursements

---

**13th Judicial District Court, Yellowstone County**  
**Report of Jury Service Costs and**  
**Monthly Reimbursement Summary**  
**for** **April-20**

Yellowstone County Commissioners  
RECEIVED

MAY 07 2020

**Total Transactions (See Attached Transaction Report):**

Less Voided Items

\$520.00  
\$0.00  
\$0.00  
\$0.00  
**\$520.00**

**Adjustments to Total Transactions: NO JURY TRIALS HELD**

Jury Meals:

Subtotal \$0.00  
\$0.00

**Postage Reimbursements (Witness & Juror Summons/Payments):**

O Jury Packets due COVID-19 all trials cancelled

Subtotal \$0.00

**Supplies Reimbursements (Mailing Supplies):**

O Jury Packets due COVID-19 all trials cancelled

Subtotal \$0.00

**Total Adjustments:**

**\$0.00**

**Total Reimbursement Requested for:**

**April-20**

**\$520.00**

Review by:

Clerk of District Court



## Check Register

Bank: Jury Funds - Account: 9705883054925

Date Range: From 04/08/2020 to 04/08/2020

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
920732	04/08/2020	CITY OF BILLINGS	520.00	Outstanding	
Address PO BOX 1178					
City	BILLINGS	State	MT	Zip	59103
Description Parking for March 2020, Statement #139343646					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920733	04/08/2020	Diane Wood	10.00	Outstanding	
Address 2329 Clark Avenue					
City	Billings	State	MT	Zip	59102
Description Witness Fees for Trial on 02/24/2020					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920734	04/08/2020	Yellowstone County Attorney's Office	10.00	Outstanding	
Address P.O. Box 35025					
City	Billings	State	MT	Zip	59107
Description Witness Fees for Mike Fegely in DC 19-429					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920735	04/08/2020	Yellowstone County Attorney's Office	10.00	Outstanding	
Address P.O. Box 35025					
City	Billings	State	MT	Zip	59107
Description Witness Fees for Kelly Walker in DC 19-429					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920736	04/08/2020	Yellowstone County Attorney's Office	10.00	Outstanding	
Address P.O. Box 35025					
City	Billings	State	MT	Zip	59107
Description Witness Fees for Wade Larson in DC 19-429					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920737	04/08/2020	Yellowstone County Attorney's Office	105.68	Outstanding	
Address P.O. Box 35025					
City	Billings	State	MT	Zip	59107
Description Witness Fees for Mike Fegely in DC 19-429					
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					

## Check Register

Bank: Jury Funds - Account: 9705883054925

Date Range: From 04/08/2020 to 04/08/2020

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
920738	04/08/2020	Yellowstone County Attorney's Office	211.36	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Larry Braaten in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920739	04/08/2020	Yellowstone County Attorney's Office	211.36	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Joseph Ninete in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920740	04/08/2020	Yellowstone County Attorney's Office	211.36	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Larry Braaten in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920741	04/08/2020	Yellowstone County Attorney's Office	232.96	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Jonathan Johnson in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920742	04/08/2020	Yellowstone County Attorney's Office	232.96	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Stephan Johnson in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
920743	04/08/2020	Yellowstone County Attorney's Office	395.40	Outstanding	
Address		P.O. Box 35025			
City	Billings	State	MT	Zip	59107
Description		Witness Fees for Stephan Johnson in DC 19-429			
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					

## Check Register

Bank: Jury Funds - Account: 9705883054925

Date Range: From 04/08/2020 to 04/08/2020

All Check Types

Sorted by Check Number

Check Number	Date	Payee	Amount	Status	Cleared
920744	04/08/2020	Yellowstone County Attorney's Office	395.40	Outstanding	
Address	P.O. Box 35025				
City	Billings	State	MT	Zip	59107
Description	Witness Fees for Jonathan Johnson in DC 19-429				
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
<hr/>					
920745	04/08/2020	Yellowstone County Attorney's Office	548.20	Outstanding	
Address	P.O. Box 35025				
City	Billings	State	MT	Zip	59107
Description	Witness Fees for Mike Fegely in DC 19-429				
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
<hr/>					
920746	04/08/2020	Yellowstone County Attorney's Office	628.80	Outstanding	
Address	P.O. Box 35025				
City	Billings	State	MT	Zip	59107
Description	Witness Fees for Kelly Walker in DC 19-429				
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
<hr/>					
920747	04/08/2020	Yellowstone County Attorney's Office	860.00	Outstanding	
Address	P.O. Box 35025				
City	Billings	State	MT	Zip	59107
Description	Witness Fees for Larry Braaten in DC 19-429				
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
<hr/>					
920748	04/08/2020	Yellowstone County Attorney's Office	909.40	Outstanding	
Address	P.O. Box 35025				
City	Billings	State	MT	Zip	59107
Description	Witness Fees for Joseph Ninete in DC 19-429				
Entered by ADEGELE on 4/8/2020 Last changed by ADEGELE					
<hr/>					
Number checks: 17			Total	5502.88	

Time: 10:19 AM

End of Period Disbursement

Page 1 of 2

Disbursements on 04/30/2020 06:00 PM

Paid From	Payee	Account	Disbursement	
			Number	Amount
100-0100 Cash	County Treasurer	200-0001 Adoptive Services Special Revenue 7462-000-212200	25344	525.00
100-0100 Cash	County Treasurer	200-0150 Billings Drug Fund City 7850-000-021240	25353	3615.43
100-0100 Cash	County Treasurer	200-0400 Drug Forfeiture Fund County 2391-000-350000	25347	62.53
100-0100 Cash	County Treasurer	200-0450 District Court Fund 1000-000-341050	25332	3778.55
100-0100 Cash	County Treasurer	200-0500 Domestic Violence Intervention Program 7468-000-212200	25335	637.00
100-0100 Cash	County Treasurer	200-0515 Fax / Postage 1000-221-410330-210	25348	16.50
100-0100 Cash	County Treasurer	200-0525 Felony Surcharge 2301-000-341056	25346	2505.23
100-0100 Cash	County Treasurer	200-0550 Fines 7461-000-000000	25345	14770.70
100-0100 Cash	County Treasurer	200-0650 Indigent Legal 7400-000-024430	25333	122.91
100-0100 Cash	County Treasurer	200-0680 Juror/Witness Fund	25349	100.00
100-0100 Cash	County Treasurer	200-0700 Misdemeanor Surcharge 2301-000-341056	25334	196.76
100-0100 Cash	County Treasurer	200-0753 Public Defender Fee (Eff 7.1.2011) 7471	25350	3005.32
100-0100 Cash	County Treasurer	200-0765 Drug Violation Fines 2300.000.000.351021.000	25352	240.00
100-0100 Cash	County Treasurer	200-0780 Drug Forfeiture Due to State 7450.000.000.021220.000	25351	1341.59
100-0100 Cash	County Treasurer	200-0800 State General 7461-000-000000	25336	12496.00
100-0100 Cash	County Treasurer	200-0850 State General Additional Filing Fee 7461-000-000000	25338	4840.00
100-0100 Cash	County Treasurer	200-0900 State General Commencement of Action 7463-000-212200	25339	13860.00
100-0100 Cash	County Treasurer	200-0950 State General Dissolution 7464-000-000000	25340	5100.00
100-0100 Cash	County Treasurer	200-1000 State General Legal Separation 7465-000-000000	25341	600.00
100-0100 Cash	County Treasurer	200-1050 Technology Surcharge 7458-000-000000	25342	3397.45

Date: 5/1/2020

Time: 10:19 AM

Page 2 of 2

Yellowstone County District Court

End of Period Disbursement

Disbursements on 04/30/2020 06:00 PM

User: ADEGELE

Paid From	Payee	Account	Disbursement Number	Amount
100-0100 Cash	County Treasurer	200-1200 Victim Witness Admin Fee 2301-000-341052	25343	31.39
100-0100 Cash	County Treasurer	200-1250 Victim Witness Surcharge 1000-000-341050	25337	1693.48
Subtotal:				72935.84
Total:				72935.84

STATE OF MONTANA, ss.  
County of Yellowstone ss}

I, Terry Halpin, of the County of Yellowstone, do swear that the fee book in my office contains a true statement in detail of all fees and compensations of every kind and nature for official services rendered by me, paid or chargeable, or by my deputies or assistants for the month of April 2020 and that this fee book shows the full amount received or chargeable in that month and since my last monthly statement; that neither myself nor, to my knowledge or belief, any of my deputies or assistants have rendered any official service, except for the county or state, that is not fully set out in this fee book; and that the foregoing statement is a true and correct copy thereof. Terry Halpin, Clerk of District Court by Andrew R. Boyle Deputy Clerk



**Yellowstone County District Court**

User: ADEGELE

Fines and Fees Receipts Summary

District

All Case Types

From 04/01/2020 06:01 PM to 04/30/2020 06:00 PM

All Judges

**Receipts**

**Cash Bond**

10000.00

Subtotal: **10000.00**

**Civil Filing**

Adoption 630.00

Appeal / Civil - Lower Court 30.00

Appearance 4830.00

Commencement of Action or Proceedings / Invalidity 16920.00

Foreign Judgment 180.00

Judgment Entry From Prevailing Party 720.00

Marriage License 3233.00

Petition For Contested Amendments to Parenting Plan 720.00

Petition For Dissolution 6200.00

Petition For Legal Separation 720.00

Probate / Formal And Informal 4200.00

Substitution of a Judge 600.00

Transcript of Judgment 405.00

Subtotal: **39388.00**

**Criminal Payment**

Billings Drug Forfeiture Fund 4440.00

Billings Drug Fund .43

Billings Drug Fund City 365.00

Drug Forfeiture Fund County 87.53

Felony Surcharge 2580.23

Fine 13251.29

Juror/Witness Fee 100.00

Legal Fee 1619.41

MHP Drug Fund 1341.59

Misdemeanor Surcharge 196.76

Overage 97.50

Public Defender 122.91

Public Defender Fee 3584.21

Technology Surcharge 377.45

Victim Witness Admin Fee 32.39

Victim Witness Surcharge 1742.48

Yellowstone County Sheriff Office Drug Fines 240.00

Subtotal: **30179.18**

**Miscellaneous**

Authenticated or Exemplified 24.00

**Yellowstone County District Court**

User: ADEGELE

Fines and Fees Receipts Summary

District

All Case Types

From 04/01/2020 06:01 PM to 04/30/2020 06:00 PM

All Judges

**Receipts**

**Miscellaneous**

Certification of Transcript of Judgment	4.00
Certification With A Seal	560.00
Copies - 11 Pages or More	1871.30
Copies - First 10 Pages	454.00
Copies by Email, Fax, etc - Outgoing	218.00
Copy of Decree of Dissolution	450.00
Copy of Marriage License	135.00
Email / Fax Filing - Incoming	35.50
Executions, Orders of Sale, Writs	75.00
Judgment Entry from Prevailing Party	765.00
Postage	13.50
Searches - 1st Seven Years \$2 Per Name Per Year	68.00
Transfer to Another Court / Change of Venue	15.00

Subtotal: **4688.30**

**Unapplied**

Unapplied receipt	310.00
-------------------	--------

Subtotal: **310.00**

Total Receipts: **84565.48**

**Transfers**

**Civil Filing**

Commencement of Action or Proceedings / Invalidity	240.00
--	--------

Subtotal: **240.00**

Total Transfers: **240.00**

**B.O.C.C. Regular**

Agenda Item 2.

**Meeting Date:** 05/19/2020

**Title:**

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**Board Minutes** - Policy Coordinating Committee, County Water District Billings Heights

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

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**Attachments**

Policy Coordinating Committee Board Minutes

County Water District of Billings Heights Board Minutes

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## **POLICY COORDINATING COMMITTEE**

MINUTES –FEBRUARY 18, 2020

APPROVED BY A MOTION APRIL 21, 0202

**Members Present:** Chairman Bill Cole, Mayor, City of Billings; Denis Pitman, Vice Chairman, Board of County Commissioners; Rod Nelson, Director, MDT District Office; Planning Board President Woody Woods, Yellowstone County Planning Board

**Staff Present:** Scott Walker, Transportation Coordinator, Planning & Community Services Department; Lora Mattox, Transportation Planner; Elyse Monat, Active Transportation Planner

**Others Present:** John Ostlund, Yellowstone County Commissioner; Don Jones, Yellowstone County Commissioner. Conference call: Kenn Winegar from MDT Planning

**1. Call to Order:** Chairman Bill Cole called the meeting to order at 12:01 p.m., Board of County Commissioners Board Room, 316 N 26 St, Room 310, Stillwater Building, and welcomed everyone in attendance.

**2. Communication from the Audience:** There was no communication from the audience regarding agenda items or future agenda items.

**3. Minutes of September 17, 2019** (The October-December 2019 meetings were canceled due to a lack of agenda items. Corrections: p. 4 last line Taylor has an extra “L” and p. 5 should be through, not though.

### **Motion**

**Commissioner Pitman made a motion and it was seconded by Planning Board President Woody Woods to approve the minutes of September 17, 2019 as amended. The motion carried with a unanimous voice vote.**

### **4. Old Business**

**4a. Public Comment:** There is no public comment on this agenda item.

**4b. Motion. Wayfinding Signage Plan.** Alta Planning & Design,. Lora Mattox, Transportation Planner, presenting.

### **BACKGROUND**

Lora provided a brief overview of the Wayfinding Plan including the review by the Technical Advisory Committee, Planning Board, Board of County Commissioners, and City Council.

## **POLICY COORDINATING COMMITTEE**

MINUTES –FEBRUARY 18, 2020

APPROVED BY A MOTION APRIL 21, 0202

### **RECOMMENDATION**

Staff recommends the Policy Coordinating Committee approve the Wayfinding Plan as presented by staff.

### **Discussion**

Chairman Bill Cole called for discussion from the Committee. Chairman Cole said discussion at City Council was positive, but there were questions about cost. Staff/the consultant clarified that this plan did not commit any funding toward wayfinding.

Commissioners added a signature page that said they were not obligated to implement signage; they did not want to commit to having to do it.

The Plan was well received at the Planning Board. Staff also gave a presentation to the Lockwood Pedestrian Safety District and Pedestrian Safety District members appreciated this presentation.

Chairman Cole commented that there is no signage at Swords Rimrock Park east of the airport for the Yellowstone Kelly interpretative sight. Lora will talk with Mark Jarvis to figure out the best way to get that sign put in. Cole offered to help in any way he could.

### **Motion**

**Woody moved and Commissioner Pitman seconded the motion to approve the Wayfinding Plan as presented by staff. The motion carried with a unanimous voice vote.**

**5. New Business:** There is no New Business

5a. Public Comment: There was no Public Comment.

### **6. Other Business**

6a. Project Updates: Transportation Planning Coordinator Scott Walker gave the following project updates.

### **Inner Belt Loop Corridor Study.**

This is a visioning study of how we want the road to look and feel. Scott likened it to the Shiloh Road corridor. Next public meeting is March 5 in the library. Will have final draft ready on Thursday for review. Planning Board presentation will be scheduled after the public meeting on March 5. Planning Board is trying to be more proactive about getting involved in these studies. Ward 2 position on the Planning Board will be filled soon by Heidi Jensen.



## **POLICY COORDINATING COMMITTEE**

MINUTES –FEBRUARY 18, 2020

APPROVED BY A MOTION APRIL 21, 0202

The Rimrock Task Force continues to be concerned about traffic down Zimmerman Trail.

Cole thinks that it is important this be addressed in very specific terms. Cole said neighborhood deserves a written response to their concerns. Scott said this will be addressed at the meeting.

**Tour Map and Mobile Application** Map app is forthcoming for bikeways and trails.

Mayor Cole asked if this app could be combined with the bus app. Scott pointed out the bus symbol that goes to the bus tracker app. Cole asked who fixes the app. Elyse will be able to make updates to locations, but consultants will have to make updates if there are issues with something not working. Will be able to add in updates to system as they come online.

**Complete Streets** Updating Complete Streets Progress Report. The document will have the progress of how we are doing as a community with updated data.

Cole asked how the policy has been working out. Before there was concern about higher cost. Scott said it has been perceived positively. Cost has been absorbed through Public Works as just a way that business is now done. Lora pointed out that Complete Streets is not just for biking, it is streetlights, turn lanes, etc., anything that makes the street safer. There is a presentation to Council at 30% design review where PW comes for feedback.

**Downtown Traffic Study** Under contract with DOWL. Want to make sure that everyone has input and is involved with this. There is some opportunity to change one-ways into two-ways. This process is public involvement heavy to give some guidance on how to move forward. Cole asked about the cost of those conversions. Low estimate was \$9 million, high is close to \$20 million. Some of it crosses MDT routes so it is important to work with MDT. Some mast arms for signals can be reconfigured. Some intersections can be \$250,000 or more to retrofit. There are some intersections that are low-hanging fruit that could be inexpensive to do.

**5<sup>th</sup> Ave. Corridor Study** RFP was advertised Friday. Will close March 6 at 5 pm. This is a feasibility study to see if it is possible to do the study. If it is, then will move on to the planning portion. Cole asked if property owners had been reached out to. Scott said property owners who were opposed are already aware and have been offered spots at the oversight committee.

## POLICY COORDINATING COMMITTEE

MINUTES –FEBRUARY 18, 2020

APPROVED BY A MOTION APRIL 21, 2020

### Future agenda items:

- BUILD grant and First and Expo
- Billings Bypass update and what we can see in the next 6 months or a year. This could go to the governing bodies.

**ADJOURNMENT:** 12:42 PM

### APPROVED



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS  
BOARD OF DIRECTORS MEETING

March 11, 2020

The March 11, 2020 board meeting was called to order by President Wynn Pippin at 6:00 p.m. at 1540 Popelka Drive, Billings, MT.

Board Members:                   Wynn Pippin, Brandon Hurst, Jim Miller (absent), Roger Ostermiller, Jon Muessig (absent), Donna Dinsmore (absent), and Steve Blood

Also present:                   Duke Nieskens, General Manager  
Peyton Brookshire, Assistant Manager  
Suzie McKethen, Board Secretary

- **February Minutes for Approval**

Motion: Roger Ostermiller

Motion carried: 3-0

Second: Brandon Hurst

- **February Prepaid Bills for Approval**

Motion: Roger Ostermiller

Motion carried: 3-0

Second: Brandon Hurst

- **February Bills for Approval**

Motion: Roger Ostermiller

Motion carried: 3-0

Second: Steve Blood

- **Financial Statement for review**

- **Manager's Report – Duke Nieskens**

- The District received a reply from Tam Rodier, Program Director, City of Billings Community Development (CD) regarding the property at 930 Steffanich. Basically, CD/City of Billings have decided to demolish the property, and will not abide by the District's Water Service Retainer Agreement. The District has opted to abandon the service and pull the curb stop. When the CD/City of Billings decides what to build, the line inspection and system development fees will apply.
- The servicemen replaced a curb box and stop at 1508 Blackfoot. They also repaired a leak at 1340 Cheryl.
- Western Municipal Construction would like to start the Rawhide Transmission project as early as April 20. We are fine with that, but they were made aware of the 90-day completion timeline.

- Black Mountain Software (BMS) is the District's accounting and billing system. We are considering going to the "cloud". The office staff did a live demo, and the processing speeds were significantly higher. The cost would be approximately \$1,500 more each year. Peyton was able to negotiate our using it "live" for 3 months at no cost, to see if it really has all the bells and whistles. Currently, we pay an annual user fee, and BMS would also charge us a fee for the cloud. This would effectively be double charging us for the same service. Peyton was able to negotiate a lower cost.
- Peyton and Duke talked with the Board about completing some building improvements which include: flooring, desks, chairs, and additional map drawers. They have gotten bids on the flooring, and price checked the other items. The approximate cost would be \$20,000. With the maintenance free commercial grade flooring, which has a 25-year guarantee, we would save \$2,100 per year that Executive Cleaning charges for waxing and carpet cleaning. Roger Ostermiller made a motion to approve the building upgrades up to \$25,000. Brandon Hurst seconded. Motion carried 3-0.
- **Old Business:**
  - None.
- **New Business:**
  - None.
- **Executive Session**

There being no further business to come before the Board, a motion to adjourn was made by Roger Ostermiller. Brandon Hurst seconded. Motion carried 3-0. President Wynn Pippin adjourned the meeting at 6:26 p.m.

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**Suzie McKethen, Board Secretary**

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**Wynn Pippin, President**

**B.O.C.C. Regular**

Agenda Item 3. a.

**Meeting Date:** 05/19/2020

**Title:** Budget Adjustment for HR Furniture/Filing

**Submitted For:** Kevan Bryan, Finance Director

**Submitted By:** Kevan Bryan, Finance Director

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**TOPIC:**

Budget Adjustment for HR Furniture/Filing

**BACKGROUND:**

HR needs for expenditure due to the hiring of an additional FTE

**RECOMMENDED ACTION:**

File. Will be recapped with other amendments at FYE.

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**Attachments**

HR xfer

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# Yellowstone County



FINANCE  
(406) 256-2718  
(406) 254-7929 (FAX)

P.O. Box 35003  
Billings, MT 59107-5003

May 8, 2020

Board of Yellowstone County Commissioners  
P.O. Box 35000  
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the General Fund.

Your Policy #18-121 in Section N gives my department the authority to move up to \$25,000 within a fund. This has been routinely performed over the years where unexpended funds are projected for that fund. These are then recapped both at the mid-year budget review and the end of year in one resolution for Board approval.

This letter is intended to inform the Board of our intent to move \$4,000.00 of budgeted expenditure authority from the General Fund-Misc. Contingency account (1000.000.199.411800.850) to the HR Office Supplies account (1000.000.144.410800.210). The office had the need of additional office furniture and filing capacity due in large part to the hiring of an additional FTE approved by the Board. Since no component of these purchases exceeded even half of our capitalization threshold, this would not be considered a capex item.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval at the end of FY20.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Kevan Bryan". The signature is written in a cursive style with a large, stylized "K" and "B".

Kevan Bryan  
Finance & Budget Director

**B.O.C.C. Regular**

Agenda Item 3. b.

**Meeting Date:** 05/19/2020

**Title:** Detailed Cash Investment Report April 2020

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Detailed Cash Investment Report April, 2020

**BACKGROUND:**

Full copy available in the Finance Department and the Clerk and Records Office.

**RECOMMENDED ACTION:**

Place to file.

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**B.O.C.C. Regular**

Agenda Item 4.

**Meeting Date:** 05/19/2020

**Title:** Copy of letter to property owners of Blue Creek View RSID 671

**Submitted For:** Tim Miller, Public Works  
Director

**Submitted By:** Ronni Tallerico

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**TOPIC:**

Copy of Letter to Property Owners of Blue Creek View RSID 671

**BACKGROUND:**

Road maintenance project that was voted on by property owners

**RECOMMENDED ACTION:**

n/a

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**Attachments**

letter

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# Yellowstone County

PUBLIC WORKS DEPARTMENT  
P.O. Box 35024  
Billings, MT 59107-5024

Phone (406) 256-2735  
Fax (406) 254-7946



May 11, 2020

## Blue Creek View Major Subdivision RSID 671

Dear Property Owners

Yellowstone County Road & Bridge Department has completed the majority of the work in the road maintenance project that was voted on and approved by the property owners in Blue Creek View Major Subdivision.

The drainage issues have been addressed. The road shoulders were cleaned of oversized material, dirt, and debris allowing proper drainage from the road into the barrow ditches. Approximately 4 inches of  $\frac{3}{4}$  inch road mix was added to the existing base gravel on Vista Blue Circle, Vista View Road, Vista View Circle and Basin Creek North from the intersection of Vista Blue Circle to the intersection of Vista View Road. The hill section of Basin Creek North received a lesser amount of road mix, approximately 2 inches.

Magnesium chloride was added on Basin Creek North (the hill section), in an attempt to hold the material together on the hill. None of the material, time or magnesium chloride was charged to the RSID. This was done at the county's expense. After allowing the new gravel to settle in place Yellowstone County will come back grade and compact the new material once more at no cost to the RSID. The guardrail will be extended 150 feet up the hill. This is a relatively small job so the contractor will fit it between his other jobs. Although the exact time frame is unknown at this time, we anticipate that this will be completed in the next 2 months.

The cost for the work that was done is substantially lower than what we had originally estimated. As stated in the letter that was sent out for approval of the project, if costs were lower after completion, the amount of assessments would be adjusted accordingly. This was a time and materials project, with a not to exceed amount. As you are aware, Yellowstone County does not include a profit margin like a private contractor.

The cost of cleaning up the road shoulders, cleaning the drainage ditches and culvert inlets and outlets along with relocating one culvert and extending it is \$3,556.16. The cost of adding and compacting approximately 4 inches of  $\frac{3}{4}$  inch road base is \$26,646.51. The guardrail cost will be \$3,235.00. Total project cost \$33,437.67. Originally, this was estimated to be approximately \$72,000 (letter of March 30, 2020 from Mike Black, PE).

The original estimate was \$500.00 per parcel per year for 3 years.

## The revised cost per parcel per year for 3 years will be \$150.00.

The revised cost per parcel per year for 3 years, will be \$150 per parcel per year for 3 years. This will be in addition to your regular assessment of \$150.00 per year.

• Year 2020-2021	\$150 (regular assessment)	\$150 (payment for amount borrowed)	\$300 (TOTAL)
• Year 2021-2022	\$150 (regular assessment)	\$150 (payment for amount borrowed)	\$300 (TOTAL)
• Year 2022-2023	\$150 (regular assessment)	\$150 (payment for amount borrowed)	\$300 (TOTAL)
• Year 2023-2024	\$150 (regular assessment)		\$150 (TOTAL)
• Amount assessed in future years may vary as prices increase (or decrease, if that happens), or as the RSID balance dictates.			

Yellowstone County has received some calls concerning the work that has taken place. Some have expressed concerns over the road having some washboards, along with other minor issues. We ask that you please keep in mind there has just been 4 inches of new gravel placed on your roads. Even though we watered and compacted the new gravel it needs a little time to get set in place.

Yellowstone County will do the following:

- Sometime in the week of May 11<sup>th</sup> we will come back, at no charge to the RSID, grade and re-compact the new material. This will help the in-place gravel “tighten-up” or interlock and compact to a greater extent.

Please note, however, it is still a gravel road with some steep hill sections and a relatively high volume of traffic, therefore some amount of wash boarding will occur, and is typical.

Driver behavior can be one of the best ways to help minimize wash boarding. Start off slowly and brake slowly when travel on gravel roads. When climbing hill sections it is advised to use all wheel drive (or four wheel drive if you have it) especially when towing a trailer.

Alternate slightly the path your wheels travel to enhance compaction and minimize the potential for rutting and “wash boarding”. And please keep your speed down. All of these things will help your road stay smoother, and last longer, but it is still a gravel road and will require regular maintenance.

There has also been some criticism of the county’s work. Yellowstone County Road & Bridge department strives for excellent service. We are proud that we were able to complete your project substantially below the amount originally estimated. Some of the complaints received, indicated that some believed they did not receive enough “bang for the buck”. We take these concerns seriously. We desire our customers (taxpayers) to be satisfied with the service provided to them.

Therefore, we offer to you at this time, the opportunity to have a private contractor preform **any and all future maintenance on your roads from now on**, rather than the County Road & Bridge Department.

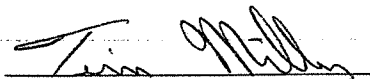
If this option is selected, Yellowstone County will send out a request for quotes and have a private contractor perform your maintenance needs. The private contractor would be paid by your RSID funds just as your RSID funds have paid the Road & Bridge Department for past maintenance. Be advised that Yellowstone County will provide the scope of work and solicit quotes (bids) from private contractors for such work. The contract will be between Yellowstone County and a private contractor – paid with funds from your RSID account.

We have provided a self-addressed, postage paid, post card for you to choose your preference

- Continue maintenance by the Road & Bridge Department;
- Maintenance by a private contractor.

Please return the post card by May 28, 2020. We will tally the results and notify your Ad-Hoc committee. Your preference will be based on a simple majority of the returned post card survey.

Thank you for your interest in your roads; and for your time and consideration. If you have any questions, please contact me at 406-256-2735.



Tim Miller, Public Works Director

cc: Board of County Commissioners – Yellowstone County



C12825  
ADELMAN, BENJAMIN J  
3785 VISTA VIEW RD  
BILLINGS, MT 59101-9114

C12826  
BURCHAM, MARIO & DARLA  
3795 VISTA VIEW RD  
BILLINGS, MT 59101-9114

C12487  
EASTBURN, LEE E &  
3715 VISTA BLUE CIR  
BILLINGS, MT 59101-9101

C12842  
HAALAND, GLENNA  
3975 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12837  
KLUNDER, SCOTT A & ELIZABETH J  
3915 VISTA VIEW CIR  
BILLINGS, MT 59101-5735

C12485  
LINDBERG, TROY D & BONNIE R & JULIE A  
3725 VISTA BLUE CIR  
BILLINGS, MT 59101-9101

C12486  
MCNEILL, MICHAEL J & VALERIE A  
3735 BLUE VISTA CIR  
BILLINGS, MT 59101

C12854  
OSTERMILLER, TOM & LAURA  
3992 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12821  
RIGNEY, JOHN M & CARRIE  
PO BOX 22103  
BILLINGS, MT 59104-2103

C12846  
SLOVAK, DARYN A &  
3760 VISTA VIEW RD  
BILLINGS, MT 59101-9114

C12828  
BRINSTER, SHANNON  
3835 VISTA VIEW LN  
BILLINGS, MT 59101-9105

C12848  
CORTEZ, RICARDO P III & TINA M  
3790 VISTA VIEW RD  
BILLINGS, MT 59101-9114

C12839  
GOLDHAMMER, DENNIS L & MICHELE A  
3892 VISTA VIEW CIR  
BILLINGS, MT 59101-9126

C12852  
HUFFMAN, DOUGLAS S & CHARMAINE K  
3960 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12836  
KORENKO, KURTIS F  
3905 VISTA VIEW CIR  
BILLINGS, MT 59101-9104

C12979  
LYNN, MICKI L  
1611 E AMES WYE  
GLENDALE, MT 59330-2005

C12833  
MILLER, JOSEPH S & TRISHA L  
3875 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12849  
RAMSEY, MISTY M  
3810 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12827  
ROBINETTE, TIA  
3805 VISTA VIEW ROAD  
BILLINGS, MT 59101

C12829  
STEVENS, DAVID M & SANDRA S  
3843 VISTA VIEW LN  
BILLINGS, MT 59101

C12844  
BRUSKI, CALEB & MEGAN  
3720 BASIN CREEK RD  
BILLINGS, MT 59101-9112

C12824  
DOWNER, ALAN R & NIKKI R  
3775 VISTA VIEW ROAD  
BILLINGS, MT 59101-3016

C12843  
GREEN, GRIFFIN E  
3985 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12840  
KIRKWOOD, DEREK &  
3955 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12847  
KOSS, ALEXANDER J & KATRINA A  
3780 VISTA VIEW RD  
BILLINGS, MT 59101-9114

C12845  
MAGNESS, TIMOTHY E & MARILYN F  
3999 VISTA VIEW RD  
BILLINGS, MT 59101

C12834  
O'DONNELL GREGORY P & TAMMY  
3885 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12822  
RIGNEY, CARRIE ANN & JOHN M  
PO BOX 22103  
BILLINGS, MT 59104-2103

C12841  
SHEA, JOHN & SHIRLEY J  
PO BOX 31254  
BILLINGS, MT 59107-1254

C12853  
STILES, KEVIN & LOUISE M  
3980 VISTA VIEW RD  
BILLINGS, MT 59101-9116

C12832  
SWEATT, DONALD R  
3855 VISTA VIEW LN  
BILLINGS, MT 59101-9105

C12835  
SWINDLER, SAMANTHA & KYLE  
3895 VISTA VIEW CIR  
BILLINGS, MT 59101-9126

C12831  
THOMPSON, BRYCE R  
3865 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12838  
THRONSON, RICHARD A  
2104 LYMAN AVE  
BILLINGS, MT 59102-2202

C12851  
WATTS, JASON J  
3890 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12830  
WEYAND, TYLER & HARTLEY  
3845 VISTA VIEW RD  
BILLINGS, MT 59101-9110

C12823  
WHEELER, JERRY A & DOTTY E  
PO BOX 31013  
BILLINGS, MT 59107-1013

C12850  
ZIER, DONALD D  
3860 VISTA VIEW RD  
BILLINGS, MT 59101-9110